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ABSTRACT

The two agreements included in this document are in effect until June 30, 1976 and June 30, 1977, respectively. Articles cover: recognition and definitions, relationship between the board and the association, use of college facilities, faculty fringe benefits, statement on academic freedom, responsibilities of department chairmen, participation in decisionmaking, faculty evaluation process, grievance procedures, faculty workload, access to faculty personnel files, and other areas. (MJM)

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NORTH ADAMS STATE COLLEGE

institutional self-evaluation study report

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Volume II

Appendix 1 Agreement Between The Board of Trustees of State Colleges and North Adams State College Association, Massachusetts

Appendix 2 Agreement Between The Board of Trustees of State Colleges and The North Adams State College Mark Hopkins Faculty Association–MTA/NEA

prepared for:

NEW ENGLAND ASSOCIATION OF SCHOOLS AND COLLEGES

April 1975

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AGREEMENT BETWEEN THE

BOARD OF TRUSTEES OF STATE COLLEGES

AND

NORTH ADAMS STATE COLLEGE FACULTY SENATE

MASSACHUSETTS TEACHERS ASSOCIATION

Table of Contents

Preamble 1-2

Article I Recognition and Definitions 3-10

- A. Recognition 3
- B. Jurisdiction 3
- C. Dues Check-Off 3
- D. Definitions 3-9
- E. Faculty Entitlement Under this Agreement 10

Article II Relationship Between The Board and The Association 11-13

- A. Fair Practices 11
- B. Individual Contracts 11-12
- C. Consultation 12
- D. Information 12-13

Article III Use of College Facilities 14-15

Article IV Faculty Fringe Benefits 16-21

- A. Paid Leaves of Absence 16-18
  - 1. Sick Leave 16
  - 2. Sabbatical Leave 16-17
  - 3. Funeral Leave 17
  - 4. Other Leaves 17
  - 5. Exclusions from Leave Deduction 17-18
- B. Unpaid Leaves of Absence 18-19

C. Insurance 19-21

1. Life Insurance 20
2. Health and Accident Insurance 20
3. Workmen's Compensation 20

D. Tax Deferred Annuities 20
E. Changes in Benefits 20-21

Article V Statement on Academic Freedom and Responsibility 22-25

Article VI Selection and Responsibilities of Department Chairmen 26-37

A. Preamble 26
B. Selection 26-31

1. Election of Coordinator 26-27
2. Solicitation of Candidates 27
3. Screening of Candidates 27-28
4. Election of Nominee 28-31

C. Recall of Department Chairmen 31-33
D. Qualification and Responsibilities of Department Chairmen 33-35
E. Departmental Search Committee 35-36
F. Evaluation of Department Chairmen 36-37

Article VII Participation in Decision Making 38-62

A. Organization of the All-College Council 38-44
B. Role and Responsibility of the All-College Council and College President 44-48

1. Role of the All-College Council 44-46
2. Role of the President of the College 46-48

C. Membership of the All-College Committees 48-54

1. All-College Committees 48
2. Selection of Members 48-51
3. Meetings 51-52
4. Notice of Committee Membership 52
5. Vacancies on Committees 52-53
6. Recall of Committee Representatives 53-54

D. All-College Committee Responsibilities 54-60

1. The Academic Policies, Standards, and Admissions Committee 54-55
2. The Budget Committee 55-56
3. The Graduate Committee 56
4. The Library and Instructional Media Committee 56-57
5. The Curriculum Committee 57
6. The Continuing Education Committee 58
7. The Winter Study and Calendar Committee 58
8. The Student Life Committee 58-59
9. The Publications and Ceremonies Committee 59
10. The Committee on Governance Review 59-60

E. Student Participation in Decision Making 60-62

1. Acceptance 60-62
2. Effectiveness 62

Article VIII Campus Center Council 63

Article IX The Process of Faculty Evaluation 64-78

A. The Role of the Department Chairman 64-70
B. The Role of the Departmental Evaluation Committee 70-72
C. The Role of the Ad Hoc Committee on Faculty Advancement and Tenure 72-74
D. The Role of the Academic Dean 74-75
E. All-College Committee on Professional Practices 75-77

1. Membership 75-76
2. Functions 76-77

F. The Role of the President of the College 77
G. The Role of the Board 77-78
H. Criteria for Reappointment, Promotion and Tenure 78

Article X Faculty Grievance Procedures 79-91

A. Intent 79
B. Definition 80

C. Procedures for the Filing of a Grievance 80-90
D. Waiver, Admissions, Termination and Enforcement 90-91

1. Waiver 90
2. Admission 90
3. Termination 90-91
4. Enforcement 91

Article XI Faculty Workload, Scheduling and Course Assignments 92-96

Article XII Access to Faculty Personnel Files 97-98

Article XIII The College Library 99-102

A. Director of the Library 99-100
B. Librarian Workload 100-102
C. Evaluation of Librarians 102
D. Security 102

Article XIV No Strike or Lock Out Pledge 103

Article XV Statutory Responsibilities of the Board 104

Article XVI The Policy Making Authority of the Board of Trustees 105

Article XVII Compliance with Board Time Schedules 106

Article XVIII Meeting Times 107

Article XIX Duration and Extent

A. Duration 108
B. Extent 108
C. Changes in the Agreement 108-109

Article XX Saving Clause 110

APPENDICES:

Appendix A Board's Policy on Appointment, Promotion and Tenure; Non-Discrimination; and Definition of Work Year

Appendix B Payroll Dues Deduction Authorization

Appendix C List of Arbitrators

Appendix D Board Policy on Librarians

Appendix E North Adams State College Professional Data Form

PREAMBLE

This Agreement is entered into by and between the Board of Trustees of State Colleges and the North Adams State College Association as the exclusive collective bargaining agent for faculty members in the bargaining unit described in Article I, Section A.

North Adams State College is an important part of a statewide system of institutions of higher learning operated through the Board of Trustees of State Colleges under the laws of the Commonwealth of Massachusetts.

The parties recognize and declare that providing quality higher education for youths and adults of this college community is their mutual aim and that the character of such education depends predominantly upon the quality of the college professional personnel.

The parties, in recognition of their mutual statutory responsibilities, have negotiated the following contract with respect to the conditions of employment of the members of the unit described in Article I, Section A.

The participation of faculty, together with students and administrators, in the governance of North Adams State College is essential to its growth and development as a multi-purpose college within the Massachusetts State College System under the jurisdiction of the Board of Trustees of State Colleges.

The basic functions of instruction, research and service at North Adams State College are performed by a community of men and

women who are members of a profession dedicated to the advancement of learning, instruction, scholarship and service; and it is therefore fitting that they share in the formulation of plans and policies which affect their professional activities.

Accordingly, this Agreement between the Board of Trustees of State Colleges and the North Adams State College Association seeks to establish a firm basis for expanded faculty participation in campus governance and to describe more precisely the scope of that participation.

The parties to this Agreement recognize the opportunity for continuing improvement at the College. They pledge themselves cooperatively, therefore, to the task of reassessing the goals and objectives of the College through an alliance of students, faculty and administration committed to the attainment of the highest standards in teaching, scholarship, research and service to the community.

ARTICLE I - RECOGNITION AND DEFINITIONS

A. Recognition

The Board of Trustees of State Colleges (hereinafter referred to as the "Board") recognizes the North Adams State College Association (hereinafter referred to as the "Association") as the exclusive collective negotiation representative with respect to the conditions of employment of a unit which comprises:

> All faculty who hold a full-time appointment from the Board as Professor, Associate Professor, Assistant Professor, Instructor, and Librarians I through V.

B. Jurisdiction

During the term of this Agreement, the jurisdiction of the Association shall extend to those faculty who now or hereafter hold full-time appointments to the positions included in the bargaining unit.

C. Dues Check-Off

The Association shall be permitted authorization for payroll deductions as set forth in Appendix B.

D. Definitions

1. Academic Caucus. The term "Academic Caucus" as used in this Agreement shall refer to the four academic bodies, composed of

the faculties of related academic disciplines. The four academic caucuses are: the Humanities, the Natural Sciences, the Social Sciences and Education.

2. Academic Year. The term "academic year" as used in this Agreement comprises the inclusive dates from September 1 to June 30 (see Appendix A).

3. Administration. The term "administration" as used in this Agreement shall mean the President and other principal administrative officers of the College appointed by the Board from time to time; such designation shall not include individuals and positions as defined in Article IA of this Agreement.

4. Association Representative. The term "Association Representative" as used in this Agreement means any representative of the Association who is a member thereof, and has been officially so designated in writing by the President of the Association to the President of the College, or a representative of the Massachusetts Teachers Association who has been officially so designated in writing by the President of the Association to the President of the College.

5. Board. The term "Board" as used in this Agreement refers to the Board of Trustees of State Colleges as defined in Mass. G.L. c.15, Section 20A.

6. Campus. The term "campus" as used in this Agreement refers to any site or location of the facilities or properties of North Adams State College.

7. Co-Curricular Activities. Co-curricular activities, as distinguished from extra-curricular activities hereinafter defined, are those educational activities that are provided for students of North Adams State College which are supplementary to regular academic activities, in order to complement course experience and thus enhance the total development of students.

8. College. The term "college" as used in this Agreement refers collectively to all facilities and properties which are now or shall hereafter be designated by the Board for the use of North Adams State College.

9. Council. The term "Council" as used in this Agreement refers to the All College Council as organized and established under Article VII of this Agreement.

10. Department. The term "Department" as used in this Agreement refers to the organizational units of the faculty as are now or may from time to time hereafter be recognized by the Board. The existing Departments are: (1) Art, (2) Biology, (3) Business Administration, (4) Chemistry, (5) Economics, (6) Education, (7) English, (8) Geography, (9) History and Political Science, (10) Mathematics, (11) Modern

economics!

Languages, (12) Music, (13) Philosophy, (14) Physical Education, (15) Physics, (16) Psychology, (17) Sociology-Anthropology. Moreover, solely for the purpose of this Agreement, the term "Department" shall also include the Library.

11. Department Chairman. The term "Department Chairman" as used in this Agreement shall mean any person appointed by the President in accordance with the provisions of Article VI of this Agreement to fulfill the responsibilities set forth herein with respect to any Department of the College as defined in this Agreement.

12. Extra-Curricular Activities. Extra-curricular activities, as distinguished from "co-curricular activities" defined above, shall include, but not be limited to, those organized activities involving faculty, administration, or students of North Adams State College which are distinct from curriculum-related work, and are intended to enhance the life of the college community. Such extra-curricular activities may include, but shall not be limited to, intra-mural and inter-scholastic athletics, dramatics, yearbook, newspaper, and magazine production, and musical events.

13. Faculty. The term "faculty" as used in this Agreement means any member of the bargaining unit.

14. Faculty Senate. The term "Faculty Senate" as used

in this Agreement shall mean that body, constituted of all the members of the faculty of North Adams State College, which shall meet from time to time, subject to the terms of its constitution, to fulfill the several functions of the Faculty Senate described in this Agreement. The President of the Faculty Senate shall be the duly elected chief executive officer of that body.

15. Junior Faculty. The term "Junior Faculty" as used in this Agreement means any member of the bargaining unit at the rank of Instructor or Assistant Professor or Librarian I and II.

16. Senior Faculty. The term "Senior Faculty" as used in this Agreement means any member of the bargaining unit at the rank of Associate or Full Professor, or Librarian III, IV, or V.

17. Graduate Course. The term "Graduate Course", as used in this Agreement, shall mean any course that is offered under the Graduate and Continuing Education Program, and is approved by the Dean of Graduate and Continuing Education.

18. Grievance. The term "grievance" as used in this Agreement means a complaint by a member or members of the faculty, or the Association, upon a majority vote of a duly constituted meeting of the Executive Council thereof, brought during the term of this Agreement, that an express provision of this Agreement or of any of the

written policies of the Board which are expressly incorporated by reference in Article XVI of this Agreement, has been violated in its application to him, or the Association as the case may be.

19. Official Personnel Correspondence. The term "Official Personnel Correspondence" shall be defined to identify correspondence from the Board or the Administration to the faculty member which states therein that it is an Official Personnel Correspondence and that, as such, a copy thereof will be filed in the member's Official Personnel File.

20. President. The term "President" as used in this Agreement means the chief executive officer of North Adams State College, or a person acting in that capacity, duly appointed and authorized by the Board.

21. Promotion. The term "promotion" as used in this Agreement means advancement to a higher faculty rank.

22. Rank. The term "rank" as used in this Agreement means any one of the four academic ranks of Instructor, Assistant Professor, Associate Professor, and Professor, and also Librarian I through V.

23. Student. Except as otherwise expressly designated, the term "student" as used in this Agreement means any person certified by the Registrar to be matriculated as an undergraduate student to be in good academic standing and to be carrying at least twelve (12) credit hours per semester.

24. Student Government Association. The term "Student Government Association" as used in this Agreement shall mean the executive branch of the Student Government Association, subject to the provisions of the constitution of the Student Government Association. The President of the Student Government Association shall be the duly elected chief executive officer of that executive branch.

25. Student Senate. The term "Student Senate" as used in this Agreement shall mean that body, constituted of representatives of all the students of North Adams State College, which shall meet from time to time, subject to by-laws of its own determination, to fulfill the several functions of the Student Senate described in this Agreement.

26. Graduate Student. The term "graduate student" as used in this Agreement means any person certified by the Dean of Graduate and Continuing Education, or his designee, to be matriculated as a graduate student in a graduate degree credit program and anyone carrying at least three (3) credit hours per semester.

27. In this Agreement wherever the singular is used and the context clearly so requires, it shall include the plural. Wherever the masculine is used and the context clearly so requires, it shall include the feminine.

E. Faculty Entitlement Under this Agreement

Every member of the faculty within the bargaining unit as described in Article I, A, shall be entitled to the applicable benefits set forth in this Agreement and shall have the right to participate in elections in the manner provided in this Agreement.

ARTICLE II - RELATIONSHIP BETWEEN THE BOARD AND THE ASSOCIATION

A. Fair Practices

1. As the sole bargaining agent the Association shall continue its policy of accepting into membership all eligible persons in the unit without regard to age, race, color, creed, national origin, sex, or marital status. The Association shall represent equally all faculty without regard to membership or participation in the activities of any employee organization.

2. The Trustees agree to continue their policy of non-discrimination against any person on the basis of race, color, creed, national origin, sex, marital status, age, or participation in or association with the activities of any employee organization.

3. Moreover, the Association agrees to cooperate with the Board in the implementation of the Affirmative Action Program as amended from time to time by the Board.

B. Individual Contracts

This Agreement shall be incorporated into employment contracts hereafter issued to faculty members, and no contract hereafter entered into with a member of the faculty shall be contrary to the terms contained herein. Rights and benefits of faculty members set forth in this Agreement shall be incorporated by reference into and made part of any individual academic year or calendar year contract of employment with the Board of Trustees, except that in the case of individual contracts of employ-

ment existing as of the date of this Agreement, this Agreement shall not be incorporated by reference therein, without the assent and approval of each faculty member. Upon such approval, in the event of conflict between the terms of an individual contract and the terms of this Agreement, the latter shall be controlling.

C. Consultation

On behalf of the Board, the Provost/Director of the Division of State Colleges, or his designee, and the President of North Adams State College shall meet at a mutually agreed upon time and place with representatives of the Association once each semester for the purpose of maintaining good relationships through regular communication and for discussing those matters necessary to the implementation of this Agreement. The President of the College shall make himself available to meet with representatives of the Association once each month during the academic year; and at such other times within five (5) days after a request of either the President of the College or the President of the Association for the purposes of maintaining and improving relations.

D. Information

The Board shall make available to the Association upon written request and within a reasonable time thereafter, such statistics and information related to the collective bargaining unit in the possession of the Board of Trustees as are necessary for the implementation of this Agreement. It is understood that this shall not require the Board to com-

pile information and statistics in the form requested unless already compiled in that form, or to supply any information deemed confidential.

ARTICLE III - USE OF COLLEGE FACILITIES

The Association and the Faculty Senate shall have the right to meet at the College, in accordance with normal operating procedures of the College. Requests for the use of College facilities for such meetings shall be made in writing at least twenty-four (24) hours prior to the requested meeting. The parties agree to use their best efforts to schedule meetings involving faculty in a manner designed to avoid conflicts between such duly requested and previously scheduled meetings.

The President or his designee shall assign two (2) bulletin boards for the exclusive use of the Association and the Faculty Senate for the purpose of posting Association or Faculty Senate notices. One (1) such bulletin board shall be made available in Murdock Hall and one (1) in Bowman Hall of the College.

The Association shall be permitted the right to have Association notices placed in Faculty mailboxes by mail clerks authorized by the President.

Faculty members within their respective Departments shall be entitled to use telephones existing within their respective Departments for purposes of intra-college communication of official Association, Faculty Senate or Departmental business.

An Association representative shall be permitted to enter the campus at reasonable hours and in a reasonable manner to carry

on Association business, provided, however, that he shall not interfere with the conduct of the business of the College or the conduct of classes.

Faculty members shall have use of a furnished faculty lounge.

The President of the North Adams State College Association shall be provided with an office for the purpose of contract administration.

The parties recognize the desirability of and the Board shall endeavor to provide, proper learning environments, office spaces for faculty, educational equipment, and supportive services for faculty, subject to appropriations therefore.

ARTICLE IV - FACULTY FRINGE BENEFITS

A. Paid Leaves of Absence

1. Sick Leave

a. All faculty members shall be entitled to ten (10) days sick leave for each academic year of service. Sick leave credit will begin on the first month following employment and will accumulate monthly. A renewal of contract will be deemed a continuation of service. Credits for periods of less than one month's employment with pay shall not be allowed.

b. Sick leave not used in any year may be accumulated.

2. Sabbatical Leave

Any faculty member who has served as such in the State Colleges for at least seven (7) consecutive years after entering such service, or if a leave of absence has previously been granted to him, after the termination of the last such leave may, upon written recommendation of the President of the College, be granted by the Provost/Director of the Massachusetts State College System a leave of absence, for study and research; for a period of one (1) year at half pay or for a period of a half year at full pay for such period; provided, that prior to the granting of such leave said teacher shall enter into a written agreement with the Board of Trustees that upon the termination of such leave he will return to the State College service and serve as a teacher in the same or

another State College for a period equal to twice the length of such leave and that, in default of completing such service, he will refund to the Commonwealth, unless excused therefrom by the Board for reasons satisfactory to it, an amount equal to such proportion of the salary received by him while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered.

3. Funeral Leave

Upon evidence satisfactory to the Board or its designee of the death of the husband, wife, child, brother, sister, parent, or spouse's parent, of any faculty member, or of a person living in his or her immediate household, funeral leave with full pay shall be granted for a period not exceeding four (4) days.

4. Other Leaves

Other leaves, as authorized and set forth in the "Rules and Regulations Governing Vacation Leave, Sick Leave, Travel, Overtime, Military Leave, Court Leave, and Other Leave" (Red Book) shall also be available to faculty members in accordance with the provisions thereof.

5. Exclusions from Leave Deduction

Upon the written application of a faculty member through his Department Chairman, the President of the College or his designee may grant such faculty member permission to attend a convention, meeting of a learned society, or other professional function without loss of com-

pensation or other penalty and such attendance shall be deemed to be a part of the professional duties of such faculty members.

B. Unpaid Leaves of Absence

1. Upon the application of a faculty member, and a recommendation by the President of the College, the Board or its designee may grant to such faculty member leave without pay for such term, upon such condition, and for such purpose as the Board or its designee may determine. The purposes for which a faculty member may submit his application for such unpaid leave may include, but shall not be limited to:

a. Advanced study;

b. Participation in exchange teaching programs in other states, territories, countries; and

c. Participation in a cultural program related to his professional responsibilities, and for such other purposes as may be allowed under the laws of the Commonwealth.

Any faculty member granted an unpaid leave of absence shall retain those benefits accrued during the period of his leave which are permitted by statute and the policies of the Board of Trustees.

2. Maternity Leave

Any full-time female faculty member who has been employed at least three (3) consecutive months and who has given at least

two (2) weeks' notice prior to her anticipated date of departure, and who has given notice of her intention to return is entitled to be absent from such employment for a period not exceeding eight (8) weeks for the purpose of giving birth. Such leave shall be without pay for such period.

Any faculty member taking such a maternity leave, upon her return to work, will be restored to her previous position or a similar position, with the same status, pay, and seniority. However, if other faculty at equal length of service, credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such maternity leave, she shall retain any preferential consideration for any other position to which she may be entitled as of the date of her leave. Accrued sick leave benefits shall be provided for disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom. Such benefits shall be provided for maternity leave purposes under the same terms and conditions which apply to other temporary disabilities.

The maternity leave does not affect the faculty member's right to sick leave.

C. Insurance

1. Life Insurance

The Board shall continue to cover all employees of the bargaining unit under the plan now in effect during the term of this Agreement, pursuant to the provisions of M.G.L.A. c. 32A, Sections 5, 6, 8, 10, and 10A.

2. Health and Accident Insurance

The Board shall continue to cover all employees of the bargaining unit under the plan now in effect during the term of this Agreement, pursuant to the provisions of M.G.L.A. c. 32A, Sections 5, 6, 8, and 10A.

3. Workmen's Compensation

The members of the bargaining unit shall be covered by the provisions of Chapter 152 of the General Laws to the extend that the Commonwealth has acted pursuant to Section 69 thereof to include them within the coverage of said Chapter 152.

D. Tax Deferred Annuities

The Board of Trustees shall continue its policy of permitting the purchase of annuities by faculty members pursuant to the provisions of M.G.L.A. c. 15, Section 18A.

E. Changes in Benefits

The foregoing provisions of this Article notwithstanding, the parties agree that during the term of this Agreement if changes in the

benefits provided in this Article are authorized and funds provided therefor by the General Court, or are duly established by administrative action applicable to such benefits then, upon such event, the benefits shall be increased, or decreased, or terminated, as the case may be, after conference between the parties, from the effective date of such increase, decrease or termination during the balance of the term of this Agreement.

ARTICLE V - STATEMENT ON ACADEMIC FREEDOM AND RESPONSIBILITY

The purpose of this statement is to promote public understanding and support of academic freedom and tenure and agreement upon procedures to assure them in colleges and universities. Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

Institutions of higher education are committed to the solution of problems and controversies by the method of rational discussion. Acts of physical force or disruptive acts which interfere with college activities, freedom of movement on campus, or freedom for students to pursue their studies are the antithesis of academic freedom and responsibility as are acts which in effect deny freedom of speech, freedom to be heard, and freedom to pursue research of their own choosing to members of the academic community or to invited visitors to that community.

Academic freedom is the right of scholars in institutions of higher education freely to study, discuss, investigate, teach, and publish.

Academic freedom applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

ACADEMIC FREEDOM

1. The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

2. The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful to present various scholarly views related to his subject and avoid presenting totally unrelated material.

ACADEMIC RESPONSIBILITY

The concept of freedom should be accompanied by an equally demanding concept of responsibility. The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman.

FACULTY MEMBERS INDIVIDUAL RIGHTS

Members of the faculty shall enjoy the following rights in addition to those elsewhere provided in this Agreement.

1. Faculty members shall have the right to join professional and academic organizations of their own choosing.

2. Faculty members shall have the right to participate in the formulation of a departmental budget.

3. Faculty members shall have the right to take students on educational field trips approved by the department chairman in accordance with established procedures of the college, and subject to allocation of funds therefore.

4. Faculty members shall have the right to attend co-curricular and extra-curricular activities, subject to the terms and conditions governing admission thereto and when not in conflict with their assigned workloads. Faculty participation on co-curricular and extra-curricular activities shall remain voluntary.

5. Faculty members shall have the right to organize and conduct and determine course content of assigned classes consistent with the terms of this Agreement, and in accordance with the description in the catalogue.

6. Faculty members shall have the right to present their

views to study groups, commissions, committees or task forces established by the Board or the College.

ARTICLE VI - SELECTION AND RESPONSIBILITIES OF DEPARTMENT CHAIRMAN

A. Preamble

While the need for coordination of effort within academic departments is recognized without question and thus the need for a department chairman is readily acknowledged, it is understood by the contracting parties that the chairman of each department is a member of the faculty.

B. Selection

Department Chairmen shall be appointed by the President of the College in accordance with the following procedure, and such Department Chairmen shall serve for a term of three (3) years unless:

1. A vacancy is declared to exist by the President of the College, or

2. The Chairman is recalled, as hereinafter provided, or

3. He is unable to serve by reason of death, illness, resignation, or other incapacity.

Department Chairmanships shall be filled in the manner described below:

1. Election of Coordinator.

Upon the declaration of a vacancy by the President of the College, or the inability of a Chairman to serve because of death, illness, resignation, or other incapacity, or six months prior to the expiration of a current Chairman's term, the Academic Dean and the Department shall meet to discuss the criteria for the appointment of candidates for such Department Chairmanship in accordance with sub-section D of this Article en-

titled "Definition of Chairman's Qualifications and Responsibilities." At such meeting the department shall elect a coordinator from among its members, who shall coordinate the work of the members of the department in the selection of a Department Chairman as set forth in this article.

2. Solicitation of Candidates.

Following such meeting, the department shall, by written notice, solicit recommendations for candidates eligible for the position of Department Chairman from among its own members, from the President of the College, the Academic Dean, related departments, and students. Notice of such vacancy shall be given to the President of the Student Government Association by the Academic Dean.

All faculty members at the rank of Assistant Professor, Associate Professor, or Full Professor within the Department or College or Librarians at the Rank of Librarian IV - V, or others holding the same or equivalent rank at other institutions of higher education or other libraries, shall be eligible for nomination as Department Chairman; nothing in these qualifications should be construed to prohibit the employment as a Department Chairman of an individual of exceptional talent or accomplishment who does not meet the stated criteria.

3. Screening of Candidates

The President of the Student Government Association shall, upon notice of the Academic Dean, appoint five (5) students who are majors in the department, or who have completed nine (9) credit hours

in those departments which have no majors, or from among all students, in the case of the College Library, who wish to serve as members of a student committee to evaluate candidates. The department shall furnish the student committee with appropriate criteria to be used in the evaluation. The coordinator shall meet and confer with the student committee and provide the committee with the names and background information of all candidates; the same information on candidates shall also be sent by the coordinator to the Academic Dean. The Student Committee may consult the departmental faculty. The committee will submit recommendations to the coordinator. Such recommendations shall be considered by the department. Copies of such recommendations, if any, shall be sent to the Academic Dean by the student committee.

The department shall establish a final ballot of at least three candidates by screening all candidates by secret ballot vote of all the faculty members of the department who choose to participate.

4. Election of Nominee.

An election shall be held for the selection of a nominee from among the candidates on the final ballot, subject to the following minimum requirements:

a. All faculty members within the Department shall be eligible to vote in such election;

b. Two (2) of the students on the Student Evaluation Committee, as provided in Section B-3 of this Article, chosen by said committee,

shall be eligible to vote in such election;

c. Such nominating election shall be held within one week of the departmental determination of candidates for the final ballot;

d. Such nominating election shall take place where possible, within forty (40) academic days after the declaration of a vacancy in a Department Chairmanship by the President of the College, or the inability of a Chairman to serve because of death, illness, resignation, or other incapacity, or a time four months prior to the expiration of the term of a current Department Chairman. The election shall be by secret ballot vote, such ballot to be mailed to all eligible voters five days prior to the election.

Upon the completion of any such election for the nomination of a Department Chairman, the coordinator shall promptly transmit to the President of the Faculty Senate, the Academic Dean, and the President of the College a written record of such election, together with the final ballot used, showing the votes cast, and denoting the nominee for appointment. If the members of the students' committee are dissatisfied with the nominee, they may render a written report to the Academic Dean to express their views.

Notification of the nominee for appointment will go to the Faculty Senate for endorsement. The department will provide a curriculum vitae of the nominee if requested to do so by a member of the Faculty

Senate. The Faculty Senate will forward the name of the nominee, with its endorsement, to the Academic Dean. In the case that the Faculty Senate does not endorse the nominee, it will return the nomination to the department for reconsideration, giving reasons for its action. It will then be up to the department to submit its nomination, along with the Faculty Senate decision, directly to the Academic Dean, or to submit a new nomination to the Faculty Senate, in accordance with the above procedures.

The Academic Dean will make his own evaluation of the nominee and forward it along with the recommendation of the student committee and the report of the Faculty Senate to the President. A copy of the Academic Dean's evaluation is to be sent to the department at this time.

The President shall consider the nominee so submitted, the recommendation of the student committee, the report of the Faculty Senate and the evaluation of the Academic Dean, as provided above. The final selection and appointment of the Department Chairman shall be made by the President. Within seven (7) working days of the receipt of the Academic Dean's evaluation and accompanying material, the President of the College shall either appoint the nominee, or notify the Department and the President of the Faculty Senate that he declines to appoint such nominee. If the President declines the nominee he shall so notify the Department and shall give his reason therefore, a copy of which

shall go to the Faculty Senate. Thereupon the Department shall solicit and review additional candidates for the vacant Department Chairmanship in accordance with the procedure outlined above in sub-section B (1)-(6). These procedures shall be repeated until the President chooses to appoint a nominee so elected.

In the event that after the expiration of forty (40) calendar days from the date on which the President of the College declared a vacancy to exist in the Department or the inability of a Chairman to serve because of death, illness, resignation, or other incapacity, or a time four months prior to the expiration of the term of a current chairman, the coordinator shall have failed to submit to the President of the College a duly elected nominee, as aforesaid, then the President of the College may, in his discretion, appoint a Chairman of the Department from all eligible candidates.

The President of the College may appoint an Acting Chairman when there shall be no Chairman appointed in accordance with the provisions of this Article, or when the Chairman shall be on leave, incapacitated, or otherwise unable to fulfill his duties, or upon the declaration of a vacancy, recall or resignation.

C. Recall of Department Chairmen

The parties recognize that the recall of a Department Chairman by Department members is an unusual occurrence, and that initiation of the recall procedure during the normal term of appointment of a Chairman should

only occur in extraordinary circumstances. The parties agree, therefore, that the following procedures for the recall of a Department Chairman by Department members shall not be used until a Chairman has served at least one (1) calendar year from the date of his appointment or the execution of this Agreement, whichever is the later.

1. Upon presentation to the Academic Dean, during the Academic year, of a petition signed by at least two-fifths (2/5) of the members of a Department at the rank of Assistant Professor, Associate Professor, or Full Professor, setting forth a statement of the desire to recall the Chairman of the Department, the Academic Dean shall promptly give fourteen (14) days written notice to all members of the Department, and to the President of the Faculty Senate setting forth the time, date, place and purpose of a meeting to consider the recall petition and to vote whether to recommend to the President that he declare a vacancy to exist.

2. The President of the Faculty Senate shall forthwith appoint an impartial faculty member or members to conduct the recall meeting and vote within the Department.

3. A vote of three-fourths (3/4) of all faculty members of the Department shall be required to recommend to the President that he declare a vacancy to exist in the Department Chairmanship. Upon receipt of such recommendation transmitted by the President of the Faculty Senate together with a written record of the minutes of such Departmental meeting and a record by number of votes cast, the President of the College

shall declare a vacancy to exist in the Department Chairmanship and call for a new election under the procedures described herein. The President of the College may, at his discretion, declare a vacancy to exist in any Department, but shall not do so until a Chairman has served at least one (1) calendar year from the date of his appointment or the execution of this Agreement, whichever is the later.

D. Qualifications and Responsibilities of Department Chairman

It is desirable that the Department Chairman, except for the Director of the Library, shall have earned a doctorate or its equivalent; be a proven scholar; have extensive knowledge of his discipline; have five (5) years of college teaching experience; be committed to improving the teaching ability and scholarship of the faculty in the department; and be willing to serve as spokesman for the department and its programs. Department Chairmen shall be selected as provided herein from the ranks of Assistant Professor, Associate Professor, or Professor, or Librarian IV - V. Nothing in these qualifications should be construed to prohibit the appointment as Department Chairman of an individual of exceptional talent or accomplishment who does not meet the stated criteria.

Each Department Chairman shall assist in promoting the academic and intellectual growth of his Department and the effective use of the educational resources and programs within the Department in meeting the objectives of the College and the needs of the students.

Specifically, the Department Chairman shall be responsible to the

Academic Dean or other administrator as may be designated by the President, for the performance of assigned duties which shall include, but are not limited to:

1. The recruitment of candidates for faculty positions within his Department.

2. The evaluation of faculty members within his Department in accordance with the provisions set forth in Article VIII of this Agreement.

3. The assignment to faculty of teaching loads in accordance with the prescribed curriculum, subject to the provisions of Article XI hereof.

4. The implementation of approved academic standards and policies as they pertain to departmental programs.

5. Preparing estimates of future educational, fiscal, and physical needs of the Department.

6. Chief representative of his discipline in the academic community. In this capacity he is the decision-maker and spokesman for his department.

7. Organization of his department so that actions and decisions reflect the participation of department members.

8. The exercise of leadership for the upgrading of the department.

9. The promotion of the development of programs in the department and innovation in the classroom.

10. The public relations representative of his department and its programs.

11. The development and improvement of the faculty.

12. The maintenance of close and effective liaison with related disciplines and departments of his own discipline in other institutions.

In the discharge of these responsibilities, the Department Chairmen shall consult with the members of the Department and the Academic Dean.

In order to permit a department chairman to function effectively as a teacher and at the same time to permit him to fulfill his obligations as an administrator of an academic unit (department), his teaching load should be reduced in accordance with the following formula: Chairmen of Departments having three or less members shall have their workload reduced by three credits per year. Chairmen of Departments having four to nine members shall have their workload reduced by six credits per year. Chairmen of Departments having ten or more members shall have their workload reduced by twelve credits per year.

E. Departmental Search Committee

The Academic Dean shall consult with the Department Chairman regarding the filling of a faculty position. After such consultation has occurred, the Academic Dean shall advise the Department Chairman, indicating that a faculty opening exists and is to be filled. After such notification, the Department Chairman shall establish a Departmental Search Committee for the purpose of interviewing and nominating new faculty members. Each Search Committee shall be chaired by the Department Chairman and shall include at least one student where a department has less than four faculty members and at least two students where a

department has four or more faculty members. Such students shall be majors in that department or shall have completed nine (9) credit hours in those departments which have no majors. The student members of the Departmental Search Committee shall be appointed by the Student Senate President. Faculty members shall be appointed by the chairman. These committees shall transmit all nominations and evaluations of candidates for faculty appointments to the Academic Dean. The Academic Dean shall add his own recommendations to those of the Departmental Search Committee and shall forward his recommendations along with all evaluations and nominations of the Departmental Search Committee to the President of the College. The President of the College shall recommend to the Board of Trustees candidates for appointment as faculty members. If the President of the College shall recommend another candidate or none, as the case may be, he shall so inform the Departmental Search Committee and give the reasons therefore. The Departmental Search Committee, the Academic Dean, and the President shall at all times apply those policies of the Board on Appointment, Promotion and Tenure which are expressly incorporated in Article XVI of this Agreement.

The parties agree that any action of any Departmental Search Committee provided for in this Article shall be completed in compliance with reasonable time schedules as may be established from time to time by the President.

F. Evaluation of Department Chairman

In respect to their teaching duties department chairmen will be evaluated by the departmental evaluation committee exclusive of the

Department Chairman himself, according to the standards and procedures prescribed by Article VIII. The administrative performance of the department chairman will be evaluated by a committee composed of the Academic Dean, a chairman of another department selected by the President, a department chairman elected by the other department chairmen, two faculty members of the department elected by the members of the department, and a junior or senior student appointed by the President of the Student Senate who is a major in the department or a student who has completed 9 credit hours in those departments which have no majors.

The Department Chairman shall receive a copy of each of his evaluations and shall have the opportunity to meet with each of the two aforementioned evaluating committees, and discuss his evaluation with each. The Department Chairman may, within seven (7) days, render a written reply to his evaluations. Such written reply shall be attached thereto, and shall become part of the permanent record.

ARTICLE VII - PARTICIPATION IN DECISION MAKING

A. Organization of the All-College Council

1. Council Membership

The All-College Council (hereinafter referred to as "the Council") shall be composed of fifteen (15) members as follows: five (5) faculty members, four (4) of whom shall be elected at large from the faculty and one (1) of whom shall be the President of the North Adams State College Faculty Senate or his designee; five (5) students, four (4) of whom shall be elected at large from the student body and one (1) of whom shall be the President of the Student Government Association or his designee; and five (5) administrators who shall be appointed by the President of the College and who shall serve at his discretion. Election of faculty and students to the Council shall be held in accordance with the following procedures:

a. Election of Faculty Representatives

The four (4) faculty representatives to be elected to the Council shall be chosen in an election to be held under the auspices of the Faculty Senate on or before May 1 of each academic year, except that in the first year, sixty (60) days after execution of this Agreement. Candidates receiving the highest number of votes cast shall be deemed elected. Terms of office

shall be for one (1) year commencing immediately upon election. All full-time faculty members shall be eligible to vote in such election and shall be eligible for membership on the Council except that faculty members shall not serve simultaneously on the Council and the All-College or Ad Hoc Committees.

b. Election of Student Representatives

The four (4) student representatives to be elected to the Council shall be chosen in an election to be held under the auspices of the Student Government Association on or before May 1 of each academic year, except that in the first year of the Agreement, sixty (60) days after execution of this Agreement. Candidates receiving the highest number of votes cast shall be deemed elected. Terms of office shall be for one (1) year commencing immediately upon election. Of the four (4) elected student representatives, one (1) shall be a freshman, one (1) shall be a sophomore, and two (2) shall be juniors at the time of election. All students at the College shall be eligible to vote in such election and shall be eligible for membership on the Council except that students shall not serve simultaneously on the Council and the All-College or Ad Hoc Committees.

c. Chairmanship of the Council

At the first meeting of the Council following its organization under this Agreement, a Chairman of the Council shall be elected by and from the members thereof. The term of office of the Chairman of the Council shall be for one (1) academic year. All members of the Council shall be eligible for election as Chairman.

d. Vacancies on the Council

In the event any duly elected faculty or student representative to the Council shall be unable to serve in that capacity, the President of the Faculty Senate or the Student Government Association, as the case may be, shall appoint another faculty or student representative to complete the term of the retiring member, such appointment being subject to the executive board of the appropriate senate. Confirmation of such appointment shall take place within thirty (30) days of notice by the Chairman of the Council to the President of the College that such vacancy exists.

e. Recall of Elected Members of the Council

(i) Recall of Faculty Representatives to the Council

Whenever a recall petition is signed by twenty (20) or more faculty members signifying their desire to

recall a faculty member of the Council and is presented to the Faculty Senate for action, then the Senate shall, after two (2) weeks public notice of a meeting to consider such a recall, act on said recall petition.

Upon majority vote of a quorum of the Faculty Senate, a member of the faculty shall be deemed recalled or not, as the case may be, from the Council. For the purposes of this sub-section, a quorum shall be fifty per-cent (50%) of the members of the Faculty Senate.

Should a faculty member be so recalled from the Council, an election at large from the faculty shall be held within ten (10) days of the recall vote to fill the vacant seat.

(ii) Recall of Student Representatives to the Council

Whenever a recall petition is signed by thirty-five (35) or more students signifying their desire to recall a student member of the Council and is presented to the Student Senate for action, then the Student Senate, after two (2) weeks public notice of a meeting to consider such a recall, shall act on said recall petition.

Upon a majority vote of a quorum of the Student Senate, a student shall be deemed recalled or not, as the

case may be, from the Council. A quorum shall consist of fifty percent (50%) of the members of the Student Senate. Notwithstanding any other provision to the contrary should a student be so recalled from the Council, an election by the Student Senate shall be held within ten (10) days of said recall vote to fill the vacant seat.

f. Council Meetings

The Council shall meet regularly, at lease once per month, at a time and place convenient to its members in such a manner so as to permit it to diligently complete its work. Should five (5) members of the Council so petition the Chairman, another meeting may be held upon written notice to all Council members and within seven (7) days from the receipt of said notice.

The Council shall elect a secretary. The secretary shall maintain minutes, records, reports, and roll-call votes of the Council. Copies of such minutes, records, reports, and roll-call votes shall be forwarded regularly to the President of the Faculty Senate, the President of the Student Government Association and to the President of the College.

g. Establishment of Ad Hoc Committees of the Council

Upon a majority vote of the Council, an Ad Hoc Committee may be established from time to time to study needs and

special educational problems of the College. Ad Hoc Committees shall not receive assignments falling within the purview of one or another of the All-College Committees. Each Ad Hoc Committee shall be responsible to the Council for the completion of its assignment; any recommendations of Ad Hoc Committees shall be determined by roll-call vote and shall be transmitted in writing to the Council, the Faculty Senate, and the Student Senate for their consideration and recommendation prior to its submission to the President of the College, and each such committee shall be terminated upon completion of its work.

Each such Ad Hoc Committee so established shall render written notice of meetings to all members at least five (5) days prior to such meetings and shall include therein an agenda for such meeting. It shall also render a written summary of each meeting, including all roll-call votes, to each member within seven (7) days of the conclusion of any such meeting.

The Council shall determine how many members shall be on an Ad Hoc Committee, except that there shall be at least one student, one faculty member, and one administrator on each Ad Hoc Committee. Provisions for appointment of all members and recall of faculty and student members shall be

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the same as is provided in Section C. of this Article for appointment to and recall from the All-College Committees.

B. Role and Responsibility of the All-College Council and the College President

1. Role of the All-College Council

The Council shall coordinate the system of tri-partite governance set forth in the provisions of this Agreement. Accordingly, the Council shall encourage the participation of all members of the College faculty, student body, and administration in the processes of decision making.

The Council shall:

a. Receive recommendations from All-College and Ad Hoc Committees and submit them, together with the Council's own comments and recommendations to the President of the College; it shall include with its own recommendations, any comments and recommendations submitted to the Council by the All-College and Ad Hoc Committees, and the Faculty Senate and the Student Senate;

b. Review and study educational matters relating to the goals, objectives and interests of the College;

c. Accept for study any such matter submitted to it by the President of the College, the President of the Faculty Senate, or the President of the Student Government Association;

d. Make any assignment to any of the All-College or Ad Hoc Committees consistent with the duties of such committees as set forth in this Agreement;

e. Review, coordinate, and consolidate the reports and recommendations of the All-College or Ad Hoc Committees.

All policy matters shall be submitted to the appropriate All-College Committee; or, where there shall be none, to an Ad Hoc Committee for its study and recommendation. Recommendations of the Committees shall be submitted concurrently to the Council, the Faculty Senate, and the Student Senate.

The Faculty Senate and the Student Senate shall review, consider and make recommendations in accordance with the following provisions:

Recommendations of All-College and Ad Hoc Committees will not be acted on by the Council until after fourteen (14) calendar days subsequent to the next regularly scheduled meeting of the Faculty and Student Senates. The Faculty and Student Senates shall make such recommendations, if any, at such next regularly scheduled meetings.

The Council shall establish an Executive Committee of six (6) members of the Council and in the absence of the Council carry out the work of the Council during the months of January, June, July, and August and at such other times when the College is in recess for five (5)

or more consecutive days. The membership of the Council's Executive Committee shall consist of two (2) faculty representatives, two (2) student representatives, and two (2) administrative representatives elected by the Council, except that the Chairman of the All-College Council shall be a member of the Executive Committee and Chairman thereof.

2. Role of the President of the College

The President of the College shall serve as the chief executive officer of the College. As such, he shall serve as the chief academic officer of the College and shall exercise leadership in educational matters, and in appropriate areas of public service and research. The President is the responsible agent of the Board for the administration and management of the College under his jurisdiction; he is empowered to make any recommendations to the Board which he deems appropriate. He is expressly charged by the Board to the representative of the entire campus community acting as the principal agent of the Board on all matters affecting the operation and development of the institution. Upon the recommendation of the President, the All-College Council may establish Ad Hoc Committees to study special problems of the College. Accordingly, all recommendations of the Council shall be transmitted to the President of the College for his review and approval. In the event that the President disapproves a recommendation of the Council, he shall make known his reasons for such disapproval to the Council, the

Faculty Senate, and the Student Senate and he shall confer with the Council in an effort to resolve any differences. The President is solely responsible for transmitting any recommendations to the Board. Should the President of the College make a final recommendation to the Board of Trustees which is contrary to an immediately prior recommendation of the Council, or a recommendation attached thereto, the President shall include for the information of the Board such contrary recommendation and the full text of the prior recommendation of the Council and any recommendations upon this issue made by the appropriate Committee and by the Faculty and Student Senates. Should the Council, upon a sixty percent (60%) vote of the entire membership of the Council, submit a recommendation to the President, together with a notice from the Council requesting action upon the recommendation by the President and transmittal of such Presidential action to the Board, and should the President fail to make any recommendation upon this matter to the Board within twenty-one (21) days thereof, then the Council will forward its recommendation, together with any recommendations upon this issue made by the appropriate Committee or by the Faculty or Student Senate, to the Board for informational purposes.

The President will provide the Council with written notice of action he has taken upon Council recommendations within twenty-one (21) days of the receipt of such recommendations. The Council will

transmit such notice to the Faculty and Student Senates and to appropriate Committees.

C. Membership of the All-College Committees

1. All-College Committees

The following shall be the All-College Committees (all ratios following committees are Faculty to Students to Administrators):

a. Academic Policies, Standards and Admissions Committee 4-2-2

b. Budget Committee 4-2-2

c. Graduate Committee 4-2-2

d. Library and Instructional Media Committee 3-2-1

e. Curriculum Committee 8-4-2

f. Continuing Education Committee 4-2-2

g. Winter Study and Calendar Committee 4-2-2

h. Student Life Committee 4-8-2

i. Publications and Ceremonies Committee 4-2-2

j. Governance Review Committee 2-2-2

2. Selection of Members

a. The faculty members of the All-College Committees shall be elected by the Faculty Senate. In such election, the Faculty Senate shall give due consideration to providing representation from each of the faculty ranks and from a cross-section of each of the various disciplines, insofar as it is feasible. All

full-time faculty members shall be eligible for membership on the All-College Committees except that faculty members shall not serve simultaneously on the Council and the All-College or Ad Hoc Committees. No faculty member may serve simultaneously on more than three (3) All-College or Ad Hoc Committees.

The student members of the All-College Committees shall be appointed by the President of the Student Government Association, subject to confirmation by the Student Senate, except that in the case of the Graduate Committee, the two (2) student members shall be matriculated graduate students currently enrolled in the Graduate Program and shall be selected by the faculty and administrative members of the Graduate Committee. In such appointments, the President of the Student Government Association shall give due consideration to providing representation from each of the classes, insofar as it is feasible. All full-time students shall be eligible for membership on the All-College Committees except that student members shall not serve simultaneously on the Council and the All-College or Ad Hoc Committees. No student may serve simultaneously on more than three (3) All-College or Ad Hoc Committees.

The President of the College shall appoint administrative representatives as he so determines and to serve at his

discretion. No administrator may serve simultaneously on more than three (3) All-College or Ad Hoc Committees.

The terms of office for the faculty representatives shall be for two (2) years. The terms of office for student representatives shall be for one (1) year. The administrative representatives shall serve at the discretion of the President. Such appointment or election, as the case may be, shall take place within sixty (60) days of the execution of this Agreement and thereafter by May 1 of each academic year.

b. Notwithstanding any provision to the contrary, the Governance Review Committee shall be established in accordance with the following provisions and shall consist of two (2) faculty members, two (2) student representatives, and two (2) administrative representatives. The two (2) faculty and two (2) student representatives shall be chosen in campus-wide elections to be held under the auspices of the Faculty Senate and the Student Senate, as the case may be, within sixty (60) days of the execution of this Agreement. Terms of office of faculty, student, and administrative representatives shall be for the term of the Agreement. Administrative representatives shall be elected by and from among the eligible administrators as determined by the President. The two (2) faculty members elected to the Governance Review Committee shall

consist of one (1) junior faculty member and one (1) senior faculty member. The two (2) students to be elected to the Governance Review Committee shall be either sophomores or juniors.

All full-time faculty members shall be eligible to vote in such elections and shall be eligible for membership on the Governance Review Committee except that faculty members shall not serve simultaneously on the Council or any other All-College or Ad Hoc Committees and the Governance Review Committee. All students at the College shall be eligible to vote in such elections and shall be eligible for membership on the Governance Review Committee according to the student representation formula indicated in this section, except that students shall not serve simultaneously on the Council or any other All-College or Ad Hoc Committees and the Council's Governance Review Committee. No student or faculty member elected to the Governance Review Committee shall be subject to any recall provisions.

3. Committee Meetings

Each of the foregoing Committees established in accordance with the provisions of this Article, and performing the functions outlined in this Article, shall meet regularly, at least once a month, and at a time and place convenient to its members and in such a manner so as to permit it to diligently complete the work of the Committee. Written notice of such

meetings including agendas, shall be rendered to each member at least five (5) days prior to such meeting. Each Committee shall elect a chairman and a secretary. All Committee votes shall be roll-call votes. The secretary shall maintain minutes, including roll-call votes, records, and reports of the Committee. Copies of such minutes, records, and reports shall be forwarded within seven (7) days of each meeting to each member, to the President of the Faculty Senate, the President of the Student Government Association, the Academic Dean, the Dean of Administration, and the President of the College and shall be maintained permanently in the Library. Recommendations of All-College Committees submitted for Council action shall be sent concurrently to the Student Senate and the Faculty Senate for their consideration.

4. Notice of Committee Membership

Notice of Committee appointment or certification of election results in the case of the Governance Review Committee shall be sent promptly by the President of the Faculty Senate and the President of the Student Government Association, as the case may be, to the Secretary of the Council and to the President of the College.

5. Vacancies on Committees

In the event any faculty or student representative elected or appointed to any Committee shall be unable to serve in that capacity, the

Faculty Senate or the President of the Student Government Association, as the case may be, shall appoint another person to fill the vacancy of the retiring representative in accordance with the provisions set forth in Section C, sub-section 2.a. of this Article for initial Committee membership.

If, however, a faculty or student representative elected to the Governance Review Committee shall be unable to serve, then the President of the Faculty Senate, or the President of the Student Government Association, as the case may be, shall appoint the person who received the next highest number of votes in such election; or in the event there will be no such person, the Faculty Senate or the Student Senate, as the case may be, shall hold a special campus-wide election in order to choose another faculty or student representative to complete the term of the retiring member. Such elections shall be held within thirty (30) days of notice by the Chairman of the appropriate Committee that such vacancy exists.

6. Recall of Committee Representatives

a. Faculty Recall

An elected faculty member to an All-College Committee or Ad Hoc Committee may be deemed recalled from that position when, after fifteen (15) days public notice of intent to recall, prior to such recall vote, the Faculty Senate, by a majority vote of those

present and voting, so votes. Within ten (10) days of such recall vote, the Faculty Senate President shall appoint, subject to Faculty Senate confirmation, another faculty member to fill the vacated All-College Committee or Ad Hoc Committee seat.

b. Student Recall

An appointed student member to an All-College Committee or Ad Hoc Committee may be deemed recalled from the position when, after fifteen (15) days public notice of intent to recall prior to such recall vote, the Student Senate, by a majority vote of those present and voting, so votes. Within ten (10) days of such recall vote, the President of the Student Government Association shall appoint, subject to Student Senate confirmation, another student to fill the vacated All-College Committee or Ad Hoc Committee seat.

D. All-College Committee Responsibilities

The Committees of the All-College Council shall from time to time prepare and transmit reports and recommendations as follows:

1. The Academic Policies, Standards, and Admissions Committee shall:

a. Review academic standards and policies pertaining to grades, quality point ratio, credits for graduation, graduation

with distinction, and transfer credits.

b. Analyze existing policies and recommend new policies in all academic matters pertaining to students; including warning, probation, dismissal, readmission, advanced placement, honors programs, independent study, course substitution, and course loads.

c. Evaluate periodically the academic programs to see whether the institutional goals and curricular objectives are being met.

d. Present an annual report of its activities to the President of the College, President of the Faculty Senate, and President of the Student Government Association not later than May 15.

2. The Budget Committee shall:

a. Identify long range budgeting needs of the campus undergraduate programs in the area of personnel, equipment, and supplies.

b. Review annual departmental budgetary requests and forward its recommendation to the President of the College.

c. Seek ways and means of raising monies for the College from such sources as alumni, foundations, government grants, etc.

d. Make recommendations in the planning of academic facilities.

e. Present an annual report of its activities to the President of the College, President of the Faculty Senate, and President of the Student Government Association not later than May 15.

3. The Graduate Committee shall:

a. Evaluate the existing graduate courses and programs.

b. Establish procedures for improvement of the graduate program.

c. Recommend the elimination of courses and programs and recommend the development of new courses and programs.

d. Make recommendations concerning the improvement of the faculty and the recruitment of new faculty.

e. React to petitions for individual changes in graduate programs.

f. Make recommendations concerning the awarding of Master Degrees.

g. Present an annual report of its activities to the President of the College, President of the Faculty Senate, and President of the Student Government Association not later than May 15.

4. The Library and Instructional Media Committee shall:

a. Develop and recommend guidelines for the development of the library collection and for departmental library allocations for the instructional resources center of the College.

b. Review concerns expressed by faculty, students, and library staff concerning the functioning of the library and the instructional media resources center.

c. Present an annual report of its activities to the President of the College, President of the Faculty Senate, and President of the Student Government Association not later than May 15.

5. The Curriculum Committee shall prepare and transmit from time to time reports and recommendations with respect to:

a. The awarding of a new degree.

b. The establishment of a new program.

c. The changing of course requirements within an already existing program of majors or minors.

d. The addition of new courses within a Department or courses offered outside the purview of departmental structures.

e. The addition of an Interdepartmental course.

f. The deletion of existing courses.

g. The changing of the number of semester hours granted for a course.

h. The presentation of an annual report of its activities to the President of the College, the President of the Faculty Senate, and the President of the Student Government Association not later than May 15.

6. The Continuing Education Committee shall:

a. Make recommendations for the development of the Continuing Education Program of the College. In making such recommendations, it shall solicit recommendations from matriculated students currently enrolled in the Continuing Education Program.

b. Present an annual report of its activities to the President of the College, the President of the Faculty Senate, and the President of the Student Government Association not later than May 15.

7. The Winter Study and Calendar Committee shall:

a. Review and evaluate proposals for Winter Studies Activities, which shall be submitted to it by the Departments.

b. Develop a Winter Study Catalogue.

c. Make recommendations concerning the academic calendar with the Academic Dean.

d. Present an annual report of its activities to the President of the College, the President of the Faculty Senate, and the President of the Student Government Association not later than May 15.

8. The Student Life Committee shall:

a. Prepare from time to time reports and recommendations with respect to, among other matters, Student Government, student activities, student housing and facilities, student health, food services, athletics, and student participation in the cultural and social

affairs and activities of the College.

b. Present an annual report of its activities to the President of the College, the President of the Faculty Senate, and the President of the Student Government Association not later than May 15.

9. The Publications and Ceremonies Committee shall:

a. Review and make recommendations about publications at the College.

b. Review and make recommendations about official ceremonies conducted by the College.

c. Develop and make recommendations about the Faculty Handbook.

d. Present an annual report of its activities to the President of the College, the President of the Faculty Senate, and the President of the Student Government Association not later than May 15.

10. The Committee on Governance Review shall:

a. Conduct an on-going study of the processes of tri-partite governance and participation in decision making as set forth in Article VII of this Agreement.

b. Submit to the Council an annual report by January 15 of each academic year, assessing the effectiveness of the processes of tri-partite governance, together with any recommendations by

the Committee for the improvements of such processes.

c. Present special reports at any time during the academic year, together with such recommendations as the Committee deems in the interest of improving tri-partite governance and the participation of faculty and students in decision making.

d. Submit copies of all such reports, and the annual report, to the Council, the President of the Faculty Senate, the President of the Student Government Association, and the President of the College.

The Committee on Governance Review shall submit its recommendations directly to the Council for consideration. At the same time, the Committee shall forward copies of its recommendations to the President of the Faculty Senate, the President of the Student Government Association and the President of the College.

E. Student Participation in Decision Making

1. Acceptance

The parties hereto expressly agree that the process of student participation as provided in the Articles of this Agreement shall be subject to acceptance of the terms of such Articles to be evidenced by a vote of the student body which shall be determined by a referendum to be conducted by the Student Government Association at the College on

on or before November 1, 1974. Each full-time undergraduate student shall be eligible to vote.

After the Board and the Association have concluded negotiations, and after the approval of the Board and the ratification of the faculty have been obtained with respect to a final contract, then the Student Government Association shall cause to be conducted on the campus a student referendum with respect to those articles of the contract expressly setting forth the role of students. Such referendum shall be conducted as follows:

Within thirty (30) days after the execution of a contract between the Board and the Association, the Student Government Association shall conduct a referendum in which this referendum question shall appear:

> Shall the students of North Adams State College participate as set forth in Article in the contract executed between the North Adams State College Association and the Board of Trustees?
>
> Yes_____ No_____

A question shall be asked with respect to each separate Article of the contract in which the role of students is expressly set forth in the contract in order to indicate, Article by Article, the willingness of students to participate in or withdraw from the provisions of the particular Article in the contract which invites their involvement.

A majority of those voting shall be required for acceptance of each individual referendum question. Acceptance by such vote shall be for the term of such contract.

2. Effectiveness

Acceptance of this proposal by the student of North Adams State College in accordance with the provisions of such Articles shall be a condition precedent to the effectiveness of all of the terms of Articles providing for student participation. Non-acceptance shall make the terms of such Article(s) as they pertain to the participation of students in decision making null and void, but shall in no way otherwise impair any other term of this Agreement.

ARTICLE VIII - CAMPUS CENTER COUNCIL

The following committee is not subject to the provisions of Article VII of this Agreement and shall be responsible for making recommendations directly to the President of the College. The President of the College shall give the recommendation emanating from this committee consideration equivalent to the consideration given recommendations emanating from within the governance structure.

Campus Center Council membership shall include eight (8) students appointed by the President of the Student Government Association, two (2) faculty appointed by the President of the Faculty Senate and two (2) administrators appointed by the President of the College. All such appointments shall be made within sixty (60) days of the execution of this Agreement and by May 1 of each year thereafter. Members shall serve a one (1) year term. The Director of the Campus Center shall serve as a non-voting, ex-officio member of the Council and shall be a resource person for Council business. The Council shall be responsible for policy, programs, regulations, and budget matters pertaining to the Campus Center.

It shall also be a responsibility of the Campus Center Council to submit proposals on policy, fees and space allocation to the All-College Council and to the Faculty Senate and Student Senate for their comments and recommendations.

ARTICLE IX - THE PROCESS OF FACULTY EVALUATION

The process and procedures for faculty evaluation involving faculty, students, Department Chairmen, department members, and administrators at the College shall be as follows:

A. The Role of the Department Chairman

Each Department Chairman (including, for these purposes, the Director of the Library) shall be responsible for preparing not less than annually, a written evaluation of the strengths and weaknesses of all faculty members both tenured and non-tenured, within his Department. Such evaluation shall be made on the basis of the following criteria:

1. Classroom effectiveness,
2. Professional activities including positions of leadership,
3. Research and publications,
4. Contribution to the College Community,
5. Advanced study, and
6. Leadership in community affairs.

In the case of College Librarians, "classroom effectiveness" shall mean "professional effectiveness."

In applying such criteria to each faculty member, each Department Chairman, except the Director of the Library, shall utilize:

1. A comprehensive vita which shall include, among other items, transcripts of course work completed for advance study, progress reports of authorities supervising or directing advanced study, and copies.

of pertinent documents which corroborate professional activities;

2. Student evaluations of the faculty member's teaching performance. Also, the Graduate Dean may at his discretion obtain graduate student evaluation of those faculty members who teach graduate courses. The Graduate Dean and the Academic Council shall determine the forms to be used in obtaining any such evaluation, and the Department Chairman shall utilize such graduate student evaluations.

3. Course documents filed by the faculty member for each course taught during the two semesters preceeding the evaluation period which include:

a. Outlines or syllabi of courses, and

b. Bibliographies of required texts and assigned readings.

4. Any written self-evaluation which may be submitted by the candidate;

5. Any evaluation reports by the Department Chairman based upon classroom visitation as set forth in sub-section A of this Article.

Each faculty member shall prepare and submit to his Department Chairman the College's Professional Data Form, attached hereto as Appendix E summarizing the faculty member's professional accomplishments relating to the above criteria and shall each year submit a supplement to this Data Form.

Each Department Chairman (except the Director of the Library) shall also be responsible for obtaining each semester student evaluations

of both the teaching performance of faculty members and of the courses taught within his department. The Department Chairman shall obtain, collect, and use such student evaluations on such forms and by such procedures as the Student Senate, Faculty Senate, and the Academic Dean shall approve.

The Director of the Library shall be responsible for obtaining each semester student evaluation of services rendered by Library personnel and of any programs conducted by them. The Director of the Library shall obtain, collect, and use such student evaluations on such forms and by such procedures as the Student Senate, Faculty Senate and the Academic Dean shall approve. Evaluation of Librarians by students shall be carried out to the extent practicable, consistent with the nature and extent of their duties in providing services to students.

Upon the execution of this contract, there shall be established a study committee to devise a college-wide student evaluation form and procedure. This committee shall consist of three (3) faculty members appointed by the Faculty Senate President, three (3) students appointed by the President of the Student Government Association and one (1) administrator, non-voting, appointed by the President. Such forms and procedures as this committee may develop shall be reported out by December 1, 1974, and shall be forwarded to both Senates and the Academic Dean for their respective approvals. Should either Senate or the Academic Dean disapprove of the forms or procedures, they

shall return the report to the study committee, along with their specified reasons for such disapproval, for further work.

In addition, should a department desire to continue to use present forms and procedures which it feels best reflect the needs of that department, it shall submit these forms and procedures to both Senates and the Academic Dean for their respective approval. Should either Senate or the Academic Dean disapprove of the departmental evaluation forms or procedures, they shall state their specific reasons for such disapproval. In such cases the department shall correct the deficiencies and re-submit its forms and procedures, or it shall employ the college-wide student evaluation forms and procedures.

The college-wide or departmental student evaluation forms and procedures shall be administered and tabulated in a fair and impartial manner, and results shall be available only to those individuals involved in the evaluation procedures as set forth in this Article. Those forms presently in use will continue to be used until either they or an all-college form have been approved as provided above.

Each Department Chairman, and a tenured faculty member of the Ad Hoc Committee on Faculty Advancement and Tenure from another department shall visit the classroom of any faculty member who has been recommended or has applied for tenure, or promotion to senior faculty rank, or who may be under consideration for non-reappointment, after notice to such faculty member, at least twice during the Academic Year and at additional times as the faculty member may reasonably request. Such

classroom observations shall be conducted in different courses, and whenever possible in different institutional settings.

Each Department Chairman shall meet and confer with said faculty member with respect to such visitation within 48 hours and shall render a written report of the visitation within 7 days. The Ad Hoc Committee member shall add his own comments to this report. Two copies of this report shall be transmitted to the faculty member and he shall initial one copy to acknowledge that he has received it and then return it to be placed in his Official Personnel File. The faculty member, within 7 days of receipt of the report may render a written reply to the Chairman's report, which shall be attached thereto.

A Department Chairman who has been recommended or has applied for tenure, or promotion to senior faculty rank, or who may be under consideration for non-reappointment shall have his classrooms visited in a like manner as the provisions above for faculty, except that the Academic Dean, accompanied by a tenured member of the Ad Hoc Committee on Faculty Advancement and Tenure from another Department, and if the Chairman being visited so chooses, a faculty member selected by said Chairman, shall conduct such visitations and shall confer with said Department Chairman in a like manner as provided above.

At the request of the faculty member, the Department Evaluation Committee, or the Ad Hoc Committee on Faculty Advancement and Tenure, may make visitations to the classroom of such faculty member.

The Department Chairman shall take into consideration his evaluations of the faculty member, the professional data form, and student evaluations in the preparation of his own recommendations concerning each faculty member within his Department.

Any faculty member, upon a request in writing to the Department Chairman, may examine materials used by him in his evaluation, and shall be allowed to submit to the Department Chairman any additional written information relating to his evaluation. He shall be given a copy of the Chairman's final evaluation and recommendation and may meet and confer with the Department Chairman to discuss this evaluation prior to its submittal to the Departmental Evaluation Committee. The faculty member, within seven (7) days of the receipt of the Chairman's evaluation, may render a written reply which shall be attached thereto: a copy of this evaluation and recommendation and any written response thereto by the faculty member, along with all materials used in the Chairman's evaluation shall be placed in the faculty member's Official Personnel File.

Following such evaluation, the Department Chairman shall transmit in writing to the Departmental Evaluation Committee: (a) a copy of his own written evaluation together with the reasons therefor, set forth fully and completely, of each faculty member (b) all materials submitted to the Department Chairman, including student evaluations and the materials submitted by the faculty member, and used by the Department Chairman in his

evaluation, and (c) his own recommendation together with the reasons therefor based on such evaluations, concerning the reappointment in rank, the non-appointment, promotion to higher rank, sabbatical leave, dismissal from service at the College, or the tenuring of such faculty member. He shall also include a signed cover letter in which he indicates that procedures and forms have been complied with, a copy of which letter shall go to the All-College Committee on Professional Practices.

The Chairman shall consult with the faculty member with respect to any recommendations he may have for the improvement of the faculty member's classroom effectiveness.

B. The Role of the Departmental Evaluation Committee

By October 15th of each Academic Year there shall be constituted a Departmental Evaluation Committee composed of two faculty members, one of whom must be tenured, elected by the Department faculty, one student major selected by the President of the Student Government Association and the Department Chairman, ex-officio. A tenured faculty member shall serve as Chairman of this Committee. An alternate faculty member shall also be elected to serve whenever a member himself is being evaluated. In those Departments where there are five or fewer members, the second faculty member shall be chosen from among the tenured members of the appropriate Academic Caucus, by the members of that Caucus. If

there shall be no major offered by the department, then the President of the Student Government Association shall choose the student member from among the students who have had six or more credits in the department.

The Departmental Evaluation Committee shall review all such materials and recommendations submitted to it by the Department Chairman. Within a reasonable time thereafter, the Department Committee shall prepare in writing its own recommendation together with the reason therefor, concerning the re-appointment, the non-retention, promotion to a higher rank, tenure, or dismissal from service at the College of departmental faculty members.

In addition, the Departmental Evaluation Committee, exclusive of the Department Chairman, shall be responsible for annually evaluating the Department Chairman. The evaluation criteria used in evaluating faculty, as provided in Section A of this Article, shall be applied in the evaluation of Department Chairmen.

Prior to the Departmental Evaluation Committee submitting its recommendation and the materials forwarded to it by the Department Chairman to either the Academic Dean or the Ad-Hoc Committee on Faculty Advancement and Tenure, it shall provide a copy of its recommendation to the faculty member concerned. Each faculty member shall be able to meet and confer with the Departmental Evaluation Committee to discuss

its recommendations and shall have seven (7) days to render a written reply to the recommendation of the Departmental Evaluation Committee, to be attached thereto. A copy of the recommendations shall be forwarded to the Official Personnel File of the faculty member. A cover letter, signed by the Chairman of the Departmental Evaluation Committee, accompanying its recommendations, indicating that procedures have been carried out correctly, shall also be included, a copy of which shall be sent to the All-College Professional Practices Committee.

The Departmental Evaluation Committee shall forward its recommendations, together with all the materials used in formulating these recommendations, to the Academic Dean, and, in addition, where the recommendation concerns tenure, reappointment, non-retention, or promotion to senior faculty rank, it shall also be forwarded to the Ad Hoc Committee on Faculty Advancement and Tenure.

C. The Role of the Ad Hoc Committee on Faculty Advancement and Tenure

By October 15th of each Academic Year there shall be constituted for each Department an Ad Hoc Committee on Faculty Advancement and Tenure. This committee shall consist of the Department Chairman, a tenured member of the Department elected by the Department, two tenured faculty members from outside the Department, elected by the Faculty Senate, a student major elected by the majors, a student selected by the Student Government Association, the Academic Dean (ex-officio) and a faculty

member of the All-College Professional Practices Committee, who shall act as non-voting Chairman of the Ad Hoc Committee.

The Ad Hoc Committee on Faculty Advancement and Tenure shall review all such materials and recommendations submitted to it by the Department Evaluation Committee. Within a reasonable time thereafter, the Ad Hoc Committee shall prepare in writing its own recommendation together with the reasons therefor, set forth fully and completely, concerning the reappointment, the non-retention, promotion to a senior faculty rank, or tenure of faculty members. The Academic Dean may at his request have his position recorded and attached to the recommendation.

The Ad Hoc Committee shall also review any actions recommended by the Department Chairmen with respect to the improvement of the teaching performance of any tenured or non-tenured faculty member.

Moreover, whenever any faculty member who is a member of the Ad Hoc Committee on Faculty Advancement and Tenure is himself being evaluated by said Committe, he shall absent himself from such deliberations and recommendations.

Each faculty member shall have the opportunity to meet and discuss with the Ad Hoc Committee its recommendations, prior to their submittal to the Academic Dean. He shall be given a copy of the recommendations and may within seven (7) days of receipt thereof render a

written reply which shall be attached thereto.

In order to meet the time schedules established by the President, the Ad Hoc Committee on Faculty Advancement and Tenure shall forthwith transmit such recommendation of its own to the Academic Dean, together with (a) written evaluations and recommendations of the Department Chairmen and the Departmental Evaluation Committee and (b) all materials used by the Department Chairmen and the Departmental Evaluation Committee in their evaluation.

The Ad Hoc Committee on Faculty Advancement and Tenure shall also send a copy of all recommendations transmitted to the Dean to be placed in the faculty member's Official Personnel File. The Chairman of the Ad Hoc Committee shall include a signed cover letter indicating that all procedures have been carried out correctly, a copy of this letter to be sent to the All-College Committee on Professional Practices.

D. The Role of the Academic Dean

The Academic Dean shall receive the written evaluation and recommendation of the Ad Hoc Committee on Faculty Advancement and Tenure, if any, the evaluations and recommendations of the Department Chairman, all materials used by the Department Chairmen in their evaluations, and the evaluations and recommendations of the Departmental Evaluation Committee. He shall be responsible for maintaining the Professional Data Form and the Official Personnel File on each faculty member,

a copy of which shall be available to the appropriate Department Chairman and to the faculty member.

The Academic Dean shall forthwith add any recommendations of his own and the reasons therefor to those received by him. Any faculty member may meet with the Academic Dean to discuss his recommendations, shall receive a copy of such recommendations and may within seven (7) days render a written reply which shall be attached thereto. The Academic Dean shall forward all such recommendations and evaluations to the President of the College, a copy of which shall be placed in the faculty member's Official Personnel File. He shall include with the recommendations a cover letter signifying that all procedures have been complied with, a copy of which shall be transmitted to the All-College Professional Practices Committee.

E. All-College Committee on Professional Practices

1. Membership

Within thirty (30) days of the execution of this contract, there shall be established an All-College Committee on Professional Practices consisting of eight (8) tenured faculty members selected by the Faculty Senate, four (4) students selected by the President of the Student Government Association, and two administrators appointed by the President. Whenever possible such faculty members shall be tenured; in no event shall a member of this committee serve on an Ad

Hoc Committee on Faculty Advancement and Tenure for his own department. The term of each member shall be for the duration of this Agreement. Notice shall be given in writing of the appointments to the President of the College. In the case of a vacancy, the President of the Faculty Senate or the Student Government Association, as the case may be, shall appoint a replacement with the advice and consent of the Executive Board thereof. The Chairman of this Committee shall be elected by a majority vote of the members of this Committee.

2. Functions

The Committee shall review the express procedural provisions set forth in this Article and shall certify to the President of the College that evaluation procedures have been complied with before the recommendations of the Academic Dean are forwarded to the President of the College. In the event that the Committee shall find that the procedures set forth herein have not been complied with, it shall promptly set forth its findings and the reasons therefor in writing to the Academic Dean, the Association, the Board, and the President of the Student Government Association. Any student, faculty member or administrator may file with the Professional Practices Committee a complaint regarding a failure to comply with the procedures for evaluation set forth in this Article.

This Committee shall provide Chairmen for the Ad Hoc Committee on Faculty Advancement and Tenure. Such chairmen shall be

selected by the All-College Committee on Professional Practices from among the faculty members thereof and shall serve on a rotating basis.

F. The Role of the President of the College

The President of the College shall review all evaluation reports, recommendations and materials submitted to him by the Academic Dean and may, at his discretion, transmit to the Board of Trustees his recommendations and the reasons therefor, which shall not be arbitrary or capricious, concerning the initial appointment, reappointment, non-reappointment, promotion to a higher rank, tenuring, sabattical leave, separation from service at the College, or any other specific personnel action affecting any faculty member. At the request of the faculty member, all documents used in his evaluation shall be included with the recommendations of the President to the Board. Prior to the transmission to the Board of the President's recommendations each faculty member shall receive a copy of the President's recommendations, may meet and confer with the President to discuss his recommendation, and may within seven (7) days of receipt of the recommendations, render a written reply which shall be attached thereto. A copy of the President's recommendation shall be included in the faculty member's Official Personnel File.

G. The Role of the Board

In making its determination, the Board shall consider the materials

so submitted by the President under this section. Whenever the recommendation of the Department Chairman, the Departmental Evaluation Committee, the Ad Hoc Committee on Faculty Advancement and Tenure and the President is unanimous, and the Board shall render a decision contrary to all such recommendations, the President shall meet with the faculty member concerned, and any others, to discuss the decision of the Board.

H. Criteria for Reappointment, Promotion and Tenure

In evaluating and/or recommending faculty for reappointment, promotion, retention, dismissal from the College, or tenure, the Ad Hoc Committee on Faculty Advancement and Tenure, the Department Chairman, the Departmental Evaluation Committee, the Academic Dean, the President, and others shall at all times apply those policies of the Board on Appointment, Promotion and Tenure which are expressly incorporated in Article XVI of this Agreement.

ARTICLE X - FACULTY GRIEVANCE PROCEDURES

In order to implement the processes for the informal and prompt settlement of faculty grievances which are contained and set forth in this Article, a Faculty Grievance Committee shall be established not later than 14 days after the execution of this Agreement. This Faculty Grievance Committee shall be composed of ten (10) faculty members elected by the faculty at large, such election to be held under the auspices of the Association. Results of such election shall be promptly transmitted to the President of the Association, the Chairman of the All-College Council, and to the President of the College. The Faculty Grievance Committee shall select a chairman from among its members. The term of office of each such faculty representative shall be for the duration of this Agreement.

The Faculty Grievance Process

A. Intent

The Board and Association agree that they will use their best efforts to encourage the informal and prompt settlement of grievances which may arise between a member of the faculty and the Board. The processes hereinafter set forth may be used for the resolution of grievances, it being expressly understood and agreed, however, that these grievance procedures shall in no way impair or limit the right of a member of the faculty, or the parties hereto, to use any other remedy or proceeding established and existing under the Laws of the Commonwealth.

B. Definition

A grievance is a complaint by a member, or members of the faculty, or the Association upon a majority vote of a duly constituted meeting of the Executive Council thereof, brought during the term of this Agreement, that an express provision of this Agreement or of any of the written policies of the Board which are expressly incorporated by reference in Article XVI of this Agreement, has been violated in its application to him, or to the Association, as the case may be.

C. Procedures for the Filing of a Grievance

Any aggrieved member or members of the faculty may file a grievance in accordance with the following procedures:

STEP 1: (informal): The Academic Dean

The grievant shall set forth in writing, fully and completely, the complaint and the remedy requested and shall file the same with the Academic Dean. In addition, any and all supporting documents and material shall be filed in written form at the time of the filing of the complaint. The complaint shall be signed by the grievant or grievants who shall be members of the faculty. No complaint shall be filed more than fourteen (14) calendar days from the day of the event upon which the grievance is based or from the date when the faculty member had or should have had knowledge of the event.

The Academic Dean shall promptly consider the complaint

and shall within fifteen (15) calendar days of the filing thereof determine:

1. Whether it has been filed in accordance with the provisions thereof; and

2. Whether the complaint as filed constitutes a grievance as defined herein.

Prior to rendering such decision, upon application of the grievant, the Academic Dean shall meet and discuss the complaint of the grievant as presented. If the grievance is not resolved within said fifteen (15) calendar days to the satisfaction of the grievant, the Academic Dean shall make the determination hereinbefore required.

The Academic Dean shall thereupon promptly set forth his decision in writing, including the reasons therefor within fifteen (15) days of the filing of such grievance and may set forth in writing any recommendations with respect to the grievance he deems appropriate. He shall thereupon promptly provide copies thereof to the grievant and to the Faculty Grievance Committee.

STEP 2: The Faculty Grievance Committee

Upon receipt of the decision of the Academic Dean, the grievant may within ten (10) calendar days file with the Chairman of the Faculty Grievance Committee a written request for a conference together with a copy of the complaint and all of the materials filed by the grievant with the Academic Dean and a copy of the decision of the Academic Dean. The Chairman of the Faculty Grievance Committee shall transmit a copy

of the complaint to the President of the Association at this time.

The President of the Association shall thereupon select five members of the Faculty Grievance Committee to serve as a grievance committee for this grievance, three members of which committee shall be considered a quorum. The grievant may notify the President of the Association, before such selection, in writing of objections he may have to possible members of his grievance committee.

The Grievance Committee so selected and the grievant shall thereupon meet and discuss the complaint of the grievant as presented.

Such Grievance Committee shall within ten (10) calendar days of the filing of the complaint with the committee determine:

1. Whether it has been filed in accordance with the provisions thereof; and

2. Whether the complaint as filed constitutes a grievance as defined herein; and

3. What recommendations it will make as regards the grievance.

The Committee shall promptly set forth its decision in writing including the reason therefor within said ten (10) day period and shall set forth in writing any recommendations with respect to the grievance it deems appropriate. It shall thereupon promptly provide copies thereof to the grievant and to the Academic Dean.

The procedure outlined above for the selection of a grievance committee shall be repeated for each and every grievance filed that proceeds

as far as Step 2 of the grievance procedure outlined in this Article.

STEP 3: The President of the College

Within seventeen (17) calendar days of the filing of the complaint with the Faculty Grievance Committee, the grievant may file with the President of the College a written request for a conference together with a copy of the complaint and all other material filed by the grievant with the Academic Dean and with the Faculty Grievance Committee, and a copy of the written decisions of the Academic Dean and the Faculty Grievance Committee.

Within seven (7) calendar days of the receipt of such filing by the grievant, the President, or in his absence, his designee, shall confer with the grievant. The President shall within fourteen (14) calendar days of the receipt of the complaint render a written decision to the grievant setting forth his findings and the reasons therefor, and shall provide a copy of such decision to the grievant, the President of the Association, and the Faculty Grievance Committee.

STEP 4: The Board of Trustees

The grievant may within seven (7) days after the receipt of the decision and finding of the President, or upon the failure of the President to act within the time specified, file with the Board only a grievance arising out of or relating to:

1. A failure to comply with any of the following:

a. the procedures set forth in this Agreement except as hereinafter provided;

b. the written policies of the Board which are expressly incorporated by reference in Article XVI of this Agreement, except those relating to appointment, promotion, and tenure;

c. the procedural due process provisions expressly set forth in the Board's policy on Appointment, Promotion and Tenure incorporated by reference in Article XVI of this Agreement, provided, however, that grievances relating to reappointment, promotion or tenure which are concerned with matters of academic judgement may not be processed by the grievant beyond Step 3; or

2. A failure of the President of the College to have recommended the granting of tenure to a faculty member who has met all of the written requirements for tenure as set forth in the Board's policy on Appointment, Promotion and Tenure incorporated by reference in Article XVI of this Agreement, and who has been duly recommended for tenure by the Ad Hoc Committee on Faculty Advancement and Tenure, as established in Article IX.

Such grievance shall be filed with the Provost/Director of the Massachusetts State College System as the agent of the Board, and with the President of the College in the form and in accordance with the procedures set forth in Step 3. In addition, the grievant shall file a copy of the decision and findings of the President of the College.

No other grievance may be filed with the Board.

The Board shall consider such a grievance and shall within sixty (60) days of the receipt thereof as provided aforesaid render its decision. Written notice of its decision shall be provided to the grievant, the Association, the Faculty Grievance Committee, and the President of the College. Nothing herein contained shall be deemed to require a hearing before the Board except as expressly provided in the Board's policy on Appointment, Promotion and Tenure incorporated by reference in Article XVI.

STEP 5: Binding Arbitration

The grievant may within fourteen (14) days of the receipt of the decision of the Board, upon written notice to the Board, the President of the College, and the President of the Association, seek binding arbitration of his grievance subject to and in accordance with the following procedures and provisions:

1. Within ten (10) calendar days of the receipt of such notice from the grievant by the Board, the Provost/Director of the Massachusetts State College System, or his designee, and the grievant, or his duly authorized representative shall arrange for the selection of an arbitrator in accordance with the procedure set forth in 2 below.

2. In the first instance of a filing of a complaint by a grievant under Step 5 the Provost/Director of the Massachusetts State College System, or his designee, and the grievant, or his duly authorized representative, shall select an arbitrator to render a binding decision on such complaint

by selecting as the first arbitrator the name first on the list appearing in Appendix D of this Agreement. In each subsequent instance of the filing of a grievance under this step they shall select the name next appearing on such list as herein provided. If an arbitrator so selected shall be unable to serve they shall select the next name on the list. No arbitrator shall be selected to serve for a second time during the term of this Agreement until all of the remaining arbitrators appearing on such list shall have been requested to serve on a rotating basis in accordance with these procedures.

The Provost/Director of the Massachusetts State College System, or his designee, and the grievant, or his duly authorized representative, upon acceptance by the arbitrator of his selection and his agreement to serve, shall promptly give written notice of the name of the arbitrator selected to the President of the College and to the President of the Association.

3. Upon acceptance by the arbitrator of his selection, the arbitrator shall promptly meet and confer jointly with the grievant and the Provost/Director of the Massachusetts State College System, or his designee, concerning such complaint. The grievant and the Board may be represented by counsel or other duly authorized representatives at such meeting. The arbitrator shall review the complaint, the written decision and the reasons therefor and the findings and recommendations of the Academic Dean, the Faculty Grievance Committee, the President of the College and the Board of Trustees as rendered and shall make his findings and decisions on the

basis of said materials.

Within thirty (30) calendar days following his selection, the arbitrator shall render a written decision which shall be binding upon the parties and the grievant and which shall include only the following:

1. Whether the complaint has been filed in accordance with the express provisions of this Agreement;

2. Whether the complaint as filed constitutes a grievance as defined in this Agreement;

3. Whether an express provision of this Agreement, or of any of the written policies of the Board which are expressly incorporated by reference in Article XVI of this Agreement has been violated in its application to the grievant;

4. Whether the procedures for the processing of the grievance as set forth in this Article have been complied with by the grievant, the Academic Dean, the Faculty Grievance Committee, the President of the College, and the Board of Trustees.

In making his decision the arbitrator shall apply the express provisions of this Agreement and shall not alter, amend, extend, or revise any term or condition hereof.

The arbitrator shall provide copies of his decision by certified mail, return receipt requested, to the grievant, the President of the Association, the President of the College, and the Board. Such decision shall recite the provisions of sub-section D (4) of this Article.

It is expressly agreed by the parties as a condition precedent to final and binding arbitration of a grievance as provided in Step 5 hereof, that the reasonable fees, costs, and expenses of the arbitrator shall be paid by the Board unless the arbitrator shall have found:

1. that the complaint has not been filed in accordance with the express provisions of this Agreement; or

2. that the complaint as filed does not constitute a grievance as defined in this Agreement; or

3. that the express provisions of this Agreement or of any of the written policies of the Board expressly incorporated by reference in Article XVI of this Agreement, alleged to have been violated in the complaint, have not, in fact, been violated.

If the arbitrator shall have found in accordance with any of the above three (3) conditions, the reasonable fees, costs, and expenses of the arbitrator shall be paid by the grievant.

The Board shall also pay such fees, costs and expenses if the procedures for the processing of the grievance as set forth in this Article have not been complied with by the Academic Dean, the President of the College, and the Board of Trustees, or any of them.

Such payments, whether by the Board or the grievant, shall be made within thirty (30) calendar days of the decision of the arbitrator. At the time of the filing of the grievance under Step 5, the grievant shall give written notice to the President of the Association and to the Provost/

Director of the Massachusetts State College System of his agreement to pay such fees, costs, and expenses subject to the terms and conditions herein set forth. Failure to give such notice by the grievant shall constitute a waiver of the grievance and make the decision by the arbitrator null and void.

Appointment of an Association Representative

Any member of the faculty may request that the Association represent him at any step of the grievance. The Association shall notify the Faculty Grievance Committee, the Academic Dean, the President of the College and the Provost/Director of the Massachusetts State College System, as the case may be, of the name and address of such Association representative at the time he is so authorized to represent the grievant.

In addition, a representative of the Association, whenever the Association is not the grievant or is not representing a grievant, may be present as an observer whenever resolution of a grievance takes place.

Compliance with Procedures

No grievance may be filed except in the form and in accordance with the procedures set forth as aforesaid. The arbitrator shall conduct

arbitration proceedings in accordance with the rules and regulations of the American Arbitration Association, unless otherwise provided in this agreement.

D. Waiver, Admissions, Termination and Enforcement

1. Waiver

Failure by the grievant to comply with any provisions of the aforesaid grievance procedures shall be deemed to be a waiver of the grievance under the terms of this Agreement. The time limits specified in the grievance procedure may, however, be extended in any specific instance by mutual written agreement of the parties.

2. Admission

The acceptance of a grievance by the Academic Dean, the President of the College, the Board of Trustees, or their agent, shall not be deemed to be an admission by the Board that the grievant has, for any other purpose or proceeding, standing as a grievant or constitutes an admission of any violation or breach of terms of this Agreement, or is cognizable or justicable according to any applicable provisions of the laws of the Commonwealth.

3. Termination

If any party to this Agreement or any member of the faculty shall initiate any proceeding relating to a grievance in any administrative or judicial forum while a proceeding relating to such grievance is pending under any provision of sub-section (C) of this Article, such sub-section (C)

proceeding shall terminate as of the date of the initiation of any other administrative or judicial proceeding and the grievance procedures aforesaid shall be inapplicable to such grievance.

4. Enforcement

The decision of the Arbitrator, made in accordance with the terms of this agreement, shall be effectuated by the Board, pursuant to the provisions of G. L. Chapter 73, and by the grievant, within thirty (30) days of its receipt by the Board or grievant, whichever is later, unless otherwise provided by the express terms of the decision or the laws of the Commonwealth.

ARTICLE XI - FACULTY WORKLOAD, SCHEDULING, AND COURSE ASSIGNMENTS

Members of the Faculty of the College shall not be required to teach an excessive number of credit hours of teaching, assume an excessive student load, or be assigned an unreasonable schedule, it being recognized by the parties that the Faculty has the obligation, among others, to be available to students, to assume committee assignments, to engage in scholarship and community service, and to attend the annual faculty meeting, convocations, and graduation as a part of their workload.

For purposes of this Agreement, twenty-four (24) credit hours of undergraduate instruction per year shall be considered the normal average faculty workload in academic subject areas for the academic year, except that every third year the normal average workload shall be twenty-seven (27) credit hours per year in order that faculty shall participate in the Winter Study Program. Assignment of faculty teaching workloads shall be made on this basis provided it is feasible to do so in the judgment of the President or his designee. Efforts shall be made to establish teaching schedules, so that the time between the beginning of the first teaching period and the end of the last for any one day does not exceed eight (8) hours and so that teaching assignments are not made on more than five (5) days a week. No assignment to graduate courses shall be made other than on a voluntary basis, and such assignment shall

not be considered part of the regular workload.

The work year shall begin on September 1 and end on June 30 of each year, such work year being Board policy as specified in Appendix A of this Agreement. For the purposes of this Agreement, efforts shall be made to assign faculty instructional workloads on an average of 160 instructional days, including exam and reading days, provided it is feasible to do so in the judgment of the President or his designee. As professionals, members of the faculty may make such additional contributions for the benefit of the students and the college community as they deem appropriate.

When special equipment is required in the teaching of classes, the number of students registered for such classes shall take into account the reasonable availability of equipment required for such teaching.

In the event any faculty member shall be assigned to teach more than twelve (12) credit hours of instruction in any given semester, he may within that semester file a request in writing to his Department Chairman and the Academic Dean for a meeting. Following the receipt of such written notice, the Department Chairman and Academic Dean shall confer during that semester and/or the next following semester with the faculty member to discuss whether some adjustment in the overall workload of the faculty member is feasible during the semester

in which such conference takes place or during the following semester. If, after conferring with the Department Chiarman and the faculty member, the Academic Dean in his sole discretion determines that an adjustment of the faculty member's workload is not possible in either of such semesters the Academic Dean shall set forth in writing the reasons for his decision. A copy of the Academic Dean's decision shall be forwarded to the President of the College, the President of the Association, the Department Chairman and to the faculty member. The decision of the Academic Dean shall be final. Such decision shall not be arbitrary or capricious.

Each faculty member shall be assigned to teach not more than seventy-two (72) undergraduate credit hours, plus three (3) Winter Study credit hours, during the period of three (3) academic years.

The Board recognizes the need for the provision of science lab assistants to aid in the planning, preparation and implementation of science lab experiences. The Board agrees, upon the recommendation of the President after consultation with the Academic Dean and the Department Chairman, to provide such additional assistants where adequate need has been demonstrated subject to appropriations therefor.

Faculty members shall maintain at least three (3) office hours per week, and during such period shall be available to provide assistance

to students in academic difficulty and to advise assigned counselees. Such counseling hours of each faculty member shall be subject to the approval of the Department Chairman, who shall be responsible for coordinating such faculty counseling hours so that such counseling is available to students five (5) days a week. Times of these office hours shall be continuously posted by the Chairman for the benefit of those seeking assistance. Each faculty member shall meet with his assigned student advisees at least twice each semester, upon request of the student.

The determination of the workloads of faculty, including the assignment of specific courses and schedules, shall be made by the Chairman of each Academic Department, respectively, in consultation with the members of his Department, and with the Registrar, and shall be subject to the approval of the Academic Dean.

In determining workloads and in making assignments for faculty, the Chairman shall consider such criteria as:

A. The qualifications and preferences of the faculty.

B. The character of the course - whether it is being offered for the first time or with extensive revision, and the number of times the faculty member has taught it in the past.

C. The amount of preparation required for the type of instruction used.

D. Number of students.

E. The number of courses requiring different preparations.

F. Special courses and projects - joint courses taught by two (2) or more faculty members or special problem courses for individual students.

G. Other duties - due consideration may be given to equivalent non-teaching duties including the Department Chairmanship, coordination of laboratory experiences, or in-service work with groups in the State.

H. Supervision of on-and off-campus Student Practicum Experiences.

In addition faculty members shall participate in the program known as Winter Study. The Winter Study session shall be of four (4) weeks duration. Student participation in such program is voluntary. Each department shall participate in Winter Study Program to the extent of offering at least one (1) Winter Study activity for every three (3) members of the faculty of the Department each year. Each faculty member shall participate in such program at least one of every three (3) years, as determined by the department members or the Department Chairman and subject to the approval of the Academic Dean.

ARTICLE XII - ACCESS TO FACULTY PERSONNEL FILES

The Administration of the College shall maintain an Official Personnel File for each faculty member. Such file shall contain a continuous record of the faculty member's status as an employee of the College and shall contain copies of Official Personnel Correspondence and Transactions with the faculty member. All evaluations of the faculty member's performance and recommendations for retention, merit, promotion and tenure, and pursuant to the provisions of Article VIII, an updated transcript of courses completed shall be maintained in the Official Personnel File by the college administration. No other materials shall be included therein.

1. All such materials placed in the Official Personnel File of a faculty member shall be dated on the day filed.

2. The faculty member shall have the right to examine his Official Personnel File, effective December 31, 1974.

3. The faculty member shall have the right to file a statement in response to such materials in his Official Personnel File.

4. Upon written request of the individual faculty member, the college administration shall reproduce one copy of such materials, effective December 31, 1974.

5. Copies of Official Personnel Correspondence shall be sent to the faculty member at the time they are filed.

6. The Official Personnel File shall be available for inspection by the Department Chairman, the President of the Association, the Departmental Evaluation Committee, the Ad Hoc Committee on Faculty Advancement and Tenure, the Academic Dean, the President of the College or his designee, and the Board or its designees. An inspection sheet shall be maintained for each faculty member's Official Personnel File. Whenever any of the foregoing individuals, committees, or the Board inspects the Official Personnel File of a faculty member, the name of such individual, Committee or Board and the date and time of inspection shall be annotated on the inspection sheet, effective December 31, 1974.

ARTICLE XIII - THE COLLEGE LIBRARY

A. Director of the Library

For the purposes of this Agreement, the Director of the Library shall serve as a Department Chairman. The provisions of Article VI, Sections A, B, and D shall apply to the Director of the Library, and he shall be evaluated in accordance with the provisions of Article VI, Section E, and Article IX. He shall be appointed by the President of the College from among librarians at the rank of Librarian IV or V, who are employed at the College or hold similar position at another institution, in accordance with the procedures outlined in Article VI, Section A. Qualifications and responsibilities of these ranks shall be as specified in the Board Policy on Librarians, incorporated in this Agreement as Appendix D, but expressly excluding salary schedules. In addition to those duties specified in Appendix D, the Director of the Library shall fulfill the role of a Department Chairman in the annual evaluation of Librarians as outlined in Article IX, and shall establish the work schedule for Librarians, in accordance with Section B of this Article. For the purpose of evaluation of Librarians, students shall be selected by the President of the Student Government Association from among all students, rather than majors, to fulfill roles established for student participation in either Article VI or Article IX.

The Director of the Library shall be appointed by the Board and shall receive a twelve (12) month contract which shall provide for twenty (20) days vacation annually which may be taken during the months of July and August, or when classes are not in session, such vacation days to be approved by the Academic Dean. The Director's workweek shall be thirty-seven and one-half (37 1/2) hours with a one-half (1/2) hour duty-free lunch, Monday through Friday.

The Library shall be subject to the general administrative direction of the Academic Dean. The Director of the Library shall meet and consult with all Librarians at regular intervals and receive and consider their recommendations to promote the harmonious and efficient operation of the Library.

B. Librarian Workload

Except as provided in Section A above, all other Librarians fall into one of the following three categories:

Librarians appointed after January 14, 1971, shall have a twelve (12) month work year with twenty (20) days vacation which shall be taken during the months of July and August, or when classes are not in session, in accordance with a schedule established by the Director of the Library and approved by the Academic Dean.

Persons who were appointed as Instructor (Librarian) prior to January 14, 1971, and by written notice elected to remain on the academic calendar shall perform their duties on campus from September 1 through May 31 as assigned by the Director of the Library, except that they shall work only one Winter Study out of each three as assigned by the Director of the Library. Such persons shall work thirty-seven and one-half (37 1/2) hours a week during the month of June performing duties and in accordance with a schedule established by the Director of the Library.

Librarians who were appointed prior to January 14, 1971, and serve a twelve (12) month work year shall have twenty (20) days vacation which may be taken during the months of July and August or when classes are not in session, in accordance with a schedule established by the Director of the Library and approved by the Academic Dean.

Except as provided herein, all Librarians shall work a thirty-seven and one-half (37 1/2) hour week with a one-half (1/2) hour duty-free lunch, five days a week, Monday through Friday. All Librarians, except for the Director of the Library, may be scheduled by the Director of the Library to work no more than one evening each week and one Saturday in each five weeks to provide for the presence of at least one professional Librarian during hours of operation so far as is possible to do so. Such evening and weekend duty shall be assigned so that no

Librarian shall be required to serve more than a thirty-seven and one-half (37 1/2) hour work week, or more than seven and one-half (7 1/2) hours a day. The Director of the Library shall post a schedule of working hours for each Librarian on the first working day of each month for the ensuing month.

Librarians shall not be required to work on legal holidays.

C. Evaluation of Librarians

All Librarians will be evaluated in accordance with the procedures and criteria established in Article VIII of this Agreement except that visitations will be made to evaluate performance effectiveness rather than classroom effectiveness based upon the performance duties, examples of which are set forth in Appendix D. Evaluation of Librarians by students shall be carried out to the extent practicable, consistent with the nature and extent of their duties in providing services to students.

The Board's policy on Appointment, Promotion and Tenure shall be applicable to Librarians, as provided therein.

D. Security

The Board agrees that it shall make reasonable efforts to provide security for Librarians during hours of operation, consistent with budgetary allocations for such purposes.

ARTICLE XIV - NO STRIKE OR LOCK OUT PLEDGE

The Board agrees that it will not lock out any or all of its employees for any cause during the term of this Agreement, and the Association and its agents agree that they will not engage in, induce, or encourage any strike, work stoppage, slow down or withholding of services by the faculty.

Nothing contained in this Article shall be deemed to waive, impair or restrict the right of the Board to seek or pursue any remedy at law or equity provided by the Laws of the Commonwealth.

ARTICLE XV - STATUTORY RESPONSIBILITIES OF THE BOARD

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Board. Nothing contained in this Agreement shall be deemed or construed to impair or limit the powers and duties of the Board under the Laws of the Commonwealth.

ARTICLE XVI - THE POLICY MAKING AUTHORITY OF THE BOARD OF TRUSTEES

The parties hereto expressly agree that the following enumerated Board policies are incorporated into this Agreement, for the purpose of this Agreement, and that these enumerated policies, and these policies only, shall not be altered or amended by the Board, as they apply to North Adams State College, during the term of this Agreement without the express consent in writing of the Association.

The policies enumerated below are attached to the Agreement as Appendix A and made a part hereof:

a. The Board's policy on Appointment, Promotion and Tenure, as amended and revised to and including September 1, 1974

b. The Board's policy on Non-discrimination.

c. The Board's policy on Academic Work Year.

d. The Board's policy on Academic Freedom and Responsibilities as set forth in Article V of this Agreement.

ARTICLE XVII - COMPLIANCE WITH BOARD TIME SCHEDULES

The parties agree that any assignment, report, recommendation, or other action of any committee provided for in this Agreement shall be completed in compliance with the time schedules as may be established from time to time by the Board.

Reasonable written notice of time schedules shall be provided by the President of the College to the Chairman of the Council, the President of the Faculty Senate, the President of the Association and the President of the Student Government Association. Notice to the Council shall be deemed to be notice to all other committees established in this Agreement. In the event that any committee, having received such reasonable written notice, shall not have so completed its work, the President, or the Board, as the case may be, may in their discretion make such recommendations, or take such actions as they deem to be required and the making of such recommendations or the taking of such action shall not be in violation of the procedures set forth in this Agreement.

ARTICLE XVIII - MEETING TIMES

For the purposes of this Agreement, no classes will be scheduled by the College on Thursdays between the hours of 3:15 P.M. and 5:15 P.M. for the purpose of providing meeting periods as may be needed to implement provisions of this Agreement. The provisions of this Article shall not take effect before the semester commencing in February, 1975.

ARTICLE XIX - DURATION AND EXTENT

A. Duration

This Agreement shall be effective immediately upon execution by the parties, and shall expire at midnight, June 30, 1976. The parties agree to commence negotiations for a renewal Agreement no later than ninety (90) days prior to the expiration date set forth above.

B. Extent

The Board and the Association acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the applicable area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, and shall constitute the sole Agreement between the parties for the duration thereof.

Therefore, the Board and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

C. Changes in the Agreement

The parties agree that on and after the date of execution of this

Agreement, upon thirty (30) days written notice by either party, they shall meet and negotiate with respect to wages, fringe benefits, agency fee and standards of performance and productivity which shall be deemed to include retrenchment pursuant to the provisions of General Laws c. 150E Section 6. No other matter shall become the subject of negotiation.

The parties shall incorporate into this Agreement any matters mutually agreed upon in accordance with the provisions of this section of this Agreement. Otherwise, the terms of this Agreement shall remain in effect.

The Board and the Association recognize that the participation of representatives of the Student Government Association pursuant to the ground rules employed in the negotiations of this Agreement have been of benefit to the college community. Accordingly, the Board and the Association agree, in the event the provisions of this subsection are invoked, to meet with respresentatives of the Student Government Association to consider and discuss, without prejudice or waiver of rights to the statutory parties, the proposal to be made by the representatives of the Student Government Association concerning their participation in such negotiations.

Notwithstanding any other provision of this section, the provisions of this section may be invoked only once during the term of this Agreement by either party.

ARTICLE XX - SAVING CLAUSE

If any of the provisions of this Agreement shall in any manner conflict with or contravene any Federal Law or Statute, Law or Statute of the Commonwealth of Massachusetts or the rules and regulations promulgated pursuant thereto, such provisions shall be considered null and void and shall not be binding on the parties hereto; in such event, the remaining provisions of this Agreement shall remain in full force and effect.

This Agreement executed this

Board of Trustees of State Colleges

By_____
, Trustee

North Adams State College Association

By_____

PREAMBLE TO POLICY ON APPOINTMENT, PROMOTION AND TENURE

In adopting and promulgating the attached policy on appointment, promotion and tenure, the Board of Trustees recognizes that this document is a major, if somewhat imperfect step forward in determining personnel policy for faculty members in the State Colleges. As changing conditions for further clarification require, amendments and further annexes will be provided.

Definitions relating to this policy:

"Teaching faculty member" shall mean any member of the professional staff of the state colleges of the rank of instructor, assistant professor, associate professor, professor or visiting professor whose duties involve the instruction of students in classes, laboratories, seminars or other instructional situations.

"Termination" shall mean the permanent severance of an existing employment relationship initiated by the college or the Board of Trustees.

"Tenure" shall mean the right of the teaching faculty of the state colleges to be removed only upon just cause, to a hearing upon dismissal and to such review as is provided in this policy.

Furthermore, it is the policy of the Board of Trustees of State Colleges not to approve a salary for any faculty member or professional administrator beyond the maximum salary range for the position as approved by the Board of Trustees.

Moreover, the attached policy is also based on the express understanding that:

A. Contracts for non-tenured faculty are term agreements subject to renewal by the Board of Trustees upon recommendation of the President, who makes his recommendation after the completion of the established evaluation procedures.

B. The serious decision of granting tenure, demands that the President, before making recommendations to the Board of Trustees, have substantial evidence determined through professional evaluation that the candidate will be a constructive and significant contributor to the continuous development of high quality education in the institution.

Policy on Appointment, Promotion and Tenure

(Adopted by the Board of Trustees on May 15, 1967, and as amended to the date of this Agreement)

APPOINTMENT

I. Minimum Requirements for Teaching, Faculty Appointment and Promotion

Teaching faculty members may be appointed initially at any rank in keeping with minimum requirements. These requirements apply to faculty members in the nine state colleges and to persons in the academic departments of the Massachusetts College of Art and the Massachusetts Maritime Academy. * Exceptions to these requirements may be made in certain specialized areas and under other special circumstances with the approval of the Board of Trustees. Nothing in these requirements should be construed to prohibit the appointment or promotion of an individual of exceptional talent or accomplishment who does not meet all the stated criteria. In reviewing such recommendations for exceptional appointments, or promotions, the Board of Trustees shall give due consideration in the alternative to: (a) evidence of the ability of the candidate to render a unique academic contribution to the college, or (b) evidence of a candidate's extraordinary competence in the area of his discipline or speciality, or (c) evidence that the discipline or speiality of the candidate does not customarily demand fulfillment of those academic degree requirements set forth by the Board as minimum criteria for appointment or promotion to each rank.

A. Instructor - A master's degree from an accredited institution in the academic or professional discipline to be taught. (Two years of appropriate professional experience required of persons teaching courses in professional areas.)

B. Assistant Professor -

1. A master's degree from an accredited institution in the academic or professional discipline to be taught plus thirty additional graduate credits acceptable to the college.

*Faculty members instructing in technical areas at Massachusetts College of Art will be subject to different requirements as set forth in the Board of Trustees' policy adopted October 9, 1969.

2. Three years experience in teaching (two years if person possesses doctorate).

C. Associate Professor -

1. A doctor's degree from an institution accredited at the doctoral level and in the academic or professional discipline to be taught.

2. Six years experience of which at least three must have been in higher education.

D. Professor -

1. A doctor's degree from an institution accredited at the doctoral leval and in the academic or professional discipline to be taught.

2. Eight years experience of which at least five must have been in higher education.

E. Academic Dean - Same as Professor

II. Appointment Procedures and Terms

A. Instructors will ordinarily be appointed to successive one-year terms with proper notice being given in the case of termination (see Section III). No one will remain in the rank of instructor more than five years. Prior to the beginning of his fifth year, an instructor will be given written notice that:

1. He is to be promoted to the rank of assistant professor at the beginning of the next year, or

2. He is beginning a terminal one-year appointment.

In short, an instructor is "up or out" at the end of five years.

B. Persons initially appointed above the rank of instructor may be given initial appointment, without tenure, of one, two or three years. Those initially appointed as assistant professors may not be employed beyond six consecutive years without gaining tenure.

C. Persons initially appointed at the rank of associate or full professor may be appointed for an initial one, two or three year term without tenure, or may be appointed initially with tenure. No person initially so employed may serve more than three years without gaining tenure.

D. Persons appointed as Visiting Professors shall be employed for a specified period of time and shall not attain tenure.

E. Precise conditions of employment shall be stated in writing with a copy to be provided to the appointee.

III. Termination

Due notice of intention to terminate non-tenure appointments must be given.

A. Termination after first year - notification by March 1 of first year.

B. Termination after second year - notification by December 15 of second year.

C. Termination after three or more years - notification by September 1 of final year.

IV. Promotion

A. Promotion shall be based on:

1. Minimum requirements. (See Section I above)

2. Annual evaluation of all faculty member.

3. Recommendations by local joint faculty and administrative processes.

B. Promotions shall normally take effect at the beginning of an academic semester or term.

V. Faculty Evaluation

A. There will be an annual evaluation made of each faculty member with a written record kept of the substance of the evaluation. The evaluation will be made by a committee which shall include: the Chairman of the individual's department, Academic Dean and/or President and one other tenured member of the faculty. Each college has the option of establishing some other evaluation system acceptable to the Trustees.

B. In general, faculty members will be evaluated on the following bases:

1. Classroom effectiveness.

2. Professional activities including positions of leadership.

3. Research and publication.

4. Contribution to the college community.

5. Advanced study.

6. Leadership in community affairs.

C. Annual faculty evaluations will serve as the basis for promotion, merit pay and tenure consideration.

TENURE

The granting of tenure to a faculty member is the single most important type of decision made in an educational institution. Barring unforeseen circumstances, tenure obligates the institution to the employment of the faculty person for the balance of his professional life. It not only makes a major financial commitment to the individual until retirement, but even beyond. It must be accomplished with the utmost of care, concern and searching evaluation by the administration of the institution.

I. Entitlement

A. No person holding the rank of instructor shall gain tenure.

B. Any faculty member other than instructor who served the college for more than six consecutive academic years shall thereby gain tenure.

C. Any person promoted from within any institution in the State College system to the rank of Associate or Full Professor shall thereby gain tenure without regard to the length of his service.

D. Persons initially employed as Associate or Full Professors may be granted tenure on appointment. In the event of an initial non-tenure term appointment to either rank, the individual may not serve for more than three years without thereby gaining tenure.

E. No person serving in the capacity of a Visting Professor shall gain tenure.

F. Once attained, tenure is transferable from one institution under the Board of Trustees of State Colleges to another.

G. Presidents, Deans, Department Chairmen and other administrators do not have tenure in their administrative positions although they may retain tenure as faculty members.

II. Evaluation for Tenure

A. When a person is being considered for a tenure appointment, whether by promotion from within or appointment from outside, a thorough evaluation of his achievement and potential should be made in each case by a special Ad Hoc Committee, including: the President, the Academic Dean, the Department head, a tenured member of the same department, a tenured member of another department. (In an exceptional case, the President is empowered to employ as a consultant and member of the Ad Hoc Committee, a tenured person in the same academic discipline in another institution of higher learning.)

B. Evaluation by the Ad Hoc Committee will be accomplished in such timely fashion as to provide proper notice to those individuals who are not to be reemployed.

III. Removal of a Tenured Person

A. A tenured person, without regard for the means through which he attained tenure, shall not be removed from his position except for just cause and through due process.

B. Removal of a tenured person shall be subject to the following procedures:

1. The person must be advised in writing, at least ten days in advance of any hearing, of the charges to be presented.

2. The charges must be presented at a hearing to a committee composed of tenured peers from the faculty and representatives from the college administration. The person may be represented by counsel.

3. The recommendation of this committee must be forwarded to the Board of Trustees with all necessary records.

4. On written request of the individual, the Board of Trustees will grant the individual a full hearing.

5. The individual will be given at least thirty days notice of the hearing with the Board of Trustees. He may be represented by counsel.

6. A transcript of the proceedings of all hearings will be made available to the individual upon written request.

IV. Effective Date of Tenure Policy

A. This tenure policy shall apply to all faculty members whose period of service began after September 25, 1965.

B. Individuals formally granted tenure prior to September 25, 1965, will continue to enjoy the rights and privileges accorded them under Section 4B of Chapter 73 of the General Laws.

C. Individuals employed on other than term appointment prior to September 25, 1965, but who had not formally been granted tenure under Section 4B of Chapter 73, but who were granted what is tantamount to tenure by Chapter 572 of the Acts of 1965, are deemed by the Board of Trustees to have achieved tenure granting them the following rights:

1. A hearing before the Board of Trustees concerning dismissal charges.

2. Thirty days written notice of such hearing.

3. Representation by counsel.

4. A transcript of all proceedings to be made available on written request.

D. For those individuals first employed after September 25, 1965, time served prior to January 1, 1968, will be considered as meeting in part the requirements for academic rank and tenure.

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V. Appointment, Promotion and Tenure Policy Amendments

I. At the time when notice is given to non-tenured faculty members that their contracts are not to be renewed, a statement shall be given to them setting forth the reasons for such non-renewal. Under no circumstances, however, shall either (1) a notice of non-renewal of contract, or (2) a statement setting forth the reasons therefor, be given to any non-tenured faculty member without prior approval of the Board of Trustees. (eff. 1/13/72)

II. No faculty member on less than full-time service will be eligible for tenure. (eff. 2/12/70)

III. Full-time public school teachers, who serve as part-time training school teachers for the colleges, shall not be eligible for tenure at the college. (eff. 2/12/70)

IV. Leaves of absence for non-tenured persons shall not interrupt service towards tenure, nor should they count towards tenure. (eff. 2/12/70)

V. Members of the staff at the State Colleges on leaves of absence for whatever reason shall relinquish their rights to take part in official campus activities, including voting privileges and committee meetings. (eff. 4/9/70)

VI. Leaves of absence for professional staff at the State Colleges may be granted for a one year period but for not more than two consecutive years. (eff. 4/9/70)

VII. Professional staff members at the State Colleges on leave of absence shall not be eligible for promotion or merit increase until their return to the college. (eff. 4/9/70)

VIII. All professional appointments to the libraries shall be on a 12-month basis, effective July 1, 1971. All persons now on 12-month appointments will remain on such calendar, and those on an academic year calendar may have the option of remaining on the

academic calendar or going on to the 12-month calendar with an appropriate salary adjustment. Librarians at ranges V, IV, and III shall be eligible for tenure and other fringe benefits ordinarily accorded teaching faculty in accordance with Board policy. (eff. 1/14/71)

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IX. SPECIAL AMENDMENT APPLICABLE ONLY TO FACULTY AT THE RANK OF INSTRUCTOR WHOSE INITIAL APPOINTMENT OCCURRED BETWEEN SEPTEMBER 25, 1965, AND DECEMBER 31, 1967.

I. Effective Date. This amendment shall be effective between February 11, 1971, and December 31, 1973, inclusive. As of January 1, 1974, this amendment shall be deemed repealed, and its provisions shall be null and void.

II. Authority Granted. During the effective period of this amendment, aforesaid, the President of any State College is authorized to recommend to the Trustees, in his absolute discretion, the reappointment of a faculty member who meets all of the following requirements:

1) who was granted an initial full-time appointment to the rank of instructor between September 25, 1965, and December 31, 1967, and

2) who has served continuously and satisfactorily at the rank of instructor since the time of his initial appointment, and

3) who, prior to the beginning of his fifth year of continuous service at the college, has not completed the minimum requirements for promotion to assistant professor -- namely a master's degree in the academic or professional discipline to be taught from an accredited institution of higher education, plus 30 additional graduate credits acceptable to the college.

III. Reappointment Procedures and Conditions. The following special procedures and conditions shall be controlling in recommending any faculty member for reappointment who meets the requirements described in Section II above:

1) notice, if any, if his reappointment at the rank of instructor shall be given not later than April 1, 1971, April 1, 1972, and April 1, 1973, as the case may be.

2) each such faculty member shall give written notice to the President of his agreement to complete at least 12 graduate credit hours, acceptable to the College, within 15 months after each such notice of reappointment.

3) each such faculty member shall be subject to evaluation in February, 1972, and February, 1973. Such evaluation will be conducted by a committee composed of the faculty member's department chairman, the academic dean and/or the President, and one other tenured member of the faculty. In each such evaluation, the committee shall give due consideration to the faculty member's progress in satisfactorily completing the minimum requirements as described aforesaid, as well as to such additional factors as (a) classroom effectiveness; (b) professional activities, including positions of leadership; (c) research and publications; (d) contribution to the college community; (e) advanced study; and (f) leadership in community affairs.

4) such evaluation committee shall transmit to the President the results of its evaluation, and a recommendation not later than March 1, 1972, and March 1, 1973, as the case may be, either (a) that the faculty member be reappointed for one additional academic year, or (b) that the faculty member not be reappointed.

5) in the event that the evaluation committee recommends that the faculty member be reappointed for one additional academic year, the President of the college, if he concurs with the committee, may transmit its recommendation to the Board of Trustees for reappointment provided, however, that such faculty member first

(a) gives written notice prior to March 1, 1972, and March 1, 1973, to the President of his agreement to complete at least 12 graduate credit hours, acceptable to the college within 15 months of notice of his reappointment, and

(b) agrees to be subject to evaluation in the following February in accordance with the terms and procedures, and by a committee composed of those members described above in subsection 3.

6) in the event that the evaluation committee recommends that the faculty member not be reappointed, the President shall notify such faculty member by April 1, 1972, and April 1, 1973, as the case may be, that he will not be reappointed for an additional academic year.

7) not later than December 31, 1973, all such faculty members shall have been given written notice, notwithstanding any foregoing provision of this amendment to the contrary, that:

either (a) he is to be promoted to the rank of assistant professor;

or (b) he is not to be reappointed for an additional academic year.

It is the intent of this provision to insure that all such faculty members at the rank of instructor shall be "up or out" not later than December 31, 1973.

8) such faculty member shall under no circumstances become eligible for promotion to assistant professor unless he shall have both (a) met the minimum requirements for such promotion of a master's degree in the academic or professional discipline to be taught from an accredited institution of higher education, plus 30 additional graduate credits acceptable to the college, and (b) been recommended to the President of the college for such promotion by the special evaluation committee.

9) such faculty member shall under no circumstances become eligible for consideration for tenure nor shall he gain tenure until the termination of his first complete academic year following his promotion to the rank of assistant professor.

(eff. 2/11/71)

NON-DISCRIMINATION

It is the stated policy of the Board of Trustees of State Colleges that in matters of college admissions, the employment of professional and non-professional personnel and all other personnel matters in the State Colleges, individuals will be evaluated on their merits without respect to their race, color, creed, national origin, age, or sex as prescribed in applicable federal and state law.

(eff. 12-11-69)

DEFINITION OF WORK YEAR

Under the provisions of Section 31 of Chapter 29 of the General Laws the Board of Trustees has the statutory responsibility to define length of the working year for those members of the faculties of the colleges who are employed for the academic year rather than the calendar year.

The Board of Trustees now redefines the faculty working year as constituting the ten-month period beginning on September 1 and ending on June 30.

(eff. 12-13-66)

APPENDIX B

PAYROLL DUES DEDUCTION AUTHORIZATION

To the Board of Trustees of State Colleges

I hereby authorize and direct the Board of Trustees of State Colleges through its officer, agents and employees, to deduct from the portion of my salary due me each month the amount as certified by the NORTH ADAMS STATE COLLEGE ASSOCIATION, as the current rate of dues. Such deduction is to start immediately after the date of this authorization.

I further authorize and direct you to transfer and pay the sum so deducted to the Treasurer of the NORTH ADAMS STATE COLLEGE ASSOCIATION, NORTH ADAMS STATE COLLEGE, NORTH ADAMS, MASSACHUSETTS.

In consideration of the above described service rendered by the Board of Trustees of State Colleges, its members, officers, agents and employees, the undersigned hereby releases and discharges the Board of Trustees of State Colleges, its members, agents and employees of and from any and all liability whatsoever arising as a result of the authorization herein given.

This authorization is revocable by me upon thirty (30) days written notice, to the NORTH ADAMS STATE COLLEGE ASSOCIATION, and the Board of Trustees of State Colleges, and the revocation will become effective upon the thirtieth (30) day, or upon termination of my employment. It is understood this service shall be limited to deduction to one employee organization for any individual employee, and that no partial deducation will be made.

_____
Employee Signature

Date of Notice: _____

Social Security Number: _____

_____
Position Title

$ _____
Annual Salary

_____
Last Name First Middle (Print)

_____
Address

Board Policy on Librarians

Librarian I (State College) - 12 months

General Description of Duties

Serves as lowest level and/or entry level professional staff member in providing library services in state college library. Gives instruction and assistance in use of card catalog and reference materials and aids in book selection.

Supervision Exercised

Supervises a small number of nonprofessional library workers within an assigned library section or function.

Supervision Received

Receives direct supervision from professional librarians who serve as section chiefs in providing library services of all types.

Examples of Duties

1. Under supervision performs work on relatively difficult bibliographic problems requiring subject, bibliographic or language specialization in the acquisition and cataloging of library materials.

2. In public service departments gives reference service to students and faculty.

3. Provides circulation service and compiles bibliographies.

4. Gives special instruction and assistance in the use of card catalog and reference work.

5. Assists in book selection.

Qualifications

1. A bachelor's degree or equivalent qualifying experience in the library field.

2. Preference will be given to candidates with some formal graduate library training and/or special area background.

3. Working knowledge of one or more foreign languages desirable.

4. No experience is required for initial appointment if a graduate degree in library science or a special subject background is offered.

5. A broad background in a variety of academic disciplines is highly desirable.

6. Special knowledge in the area of library service to which appointed.

Librarian II (State College) - 12 months

General Description of Duties

Serves as supervisor of smaller library or special reading room, assumes responsibility for reference work in a specialized subject field, performs difficult assignments in acquisition and cataloging, assists in training of professional, clerical and student assistants, or gives formal or informal instruction in the use of the library.

Supervision Exercised

Supervises the work of Librarian I professionals, as assigned, nonprofessional and student help.

Supervision Received

Receives direct supervision from library section head assigned to his section and from other professional librarians of higher level.

Examples of Duties

1. Takes charge of a smaller library or special reading room.
2. Assumes responsibility for reference work in special subject field, selection and acquisition of books, periodicals and other materials.
3. Is responsible for the training and supervision of professional, clerical and student assistants.
4. In technical services accepts more difficult assignments in the acquisition and cataloging of new library materials.
5. In reader services gives formal or informal instruction in the use of the library, assists with inter-library loans, gives reference service involving difficult bibliographic problems requiring subject, language or bibliographic specialization.

Qualifications

1. In addition to fulfilling the requirements for Librarian I, a graduate degree in library science is required.
2. A graduate study in an academic area is desirable.
3. Two years professional library experience is desirable but not mandatory.

4. Ability to plan and direct the work of others.

5. Some familiarity with educational and research programs is desirable.

Librarian III (State College) - 12 months

General Description of Duties

Provides high degree of specialized skill in cataloging, acquisition of books, technical processing, reference work or organizing of serials. Heads small library department or serves as assistant head of large library department.

Supervision Exercised

Supervises lower level professional, nonprofessional and student help allocated to the library department to which he is assigned.

Supervision Received

Receives supervision from head of library department, from head librarian and other professionals in positions of greater responsibility and authority within the college library.

Examples of Duties

1. Assists faculty members or students with difficult reference problems.

2. Assists in developing library resources through thorough knowledge of acquisition problems, book markets, publishers and learned societies, institutions and organization.

3. Conducts courses in bibliography and reference within college curriculum or as part of in-service program.

4. Assists with planning and coordination of technical processing of library materials.

5. Supervises and participates in cataloging process.

Qualifications

1. Must meet requirements for Librarian II.

2. In addition, must have at least five years' experience in a collegiate, public or research library or a second master's degree and three years of such experience. Not less than two years of experience must be in an appropriate field of specialization.

3. Expert knowledge in special fields such as bibliography, an academic discipline, languages or library computer applications.

4. Thorough knowledge of library organization and procedure.

5. Ability to do demanding bibliographic research.

6. Knowledge of selected educational and research programs of the college.

7. Ability to plan and supervise the work of others.

Librarian IV (State College) - 12 months

General Description of Duties

Takes responsibility of administration of a large segment or department of a college library or applies highly specialized techniques to library operations or develops and manages special research collections. May serve also as chief assistant to the director of libraries.

Supervision Exercised

Exercises supervision over a large segment or department of a college library. Is responsible for planning and overseeing the work of all professional, nonprofessional student help assigned to the section or department.

Supervision Received

Although the Librarian IV has substantial independent responsibility without being extensively supervised, he works under the direction of the Director of College Library (Librarian V).

Examples of Duties

1. Takes responsibility for a large segment or department of the college library.

2. Applies highly specialized techniques viz - computer technology - to library operations.

3. Develops and manages special research collections.

4. Gives lectures and conducts courses in advanced bibliography and reference as a part of the college curriculum.

5. May serve as chief of staff to the Director of the College Library.

Qualifications

1. Must meet all the academic requirements for the position of Librarian III.

2. An advanced degree in a subject field is highly desirable.

3. Must have greater length, bredth and depth of experience than that required for Librarian III.

4. Considerable administrative ability and experience is highly desirable.

4. Ability to do long range planning as well as accomplishing short range goals is necessary.

5. Thorough understanding and knowledge of more than one area of library operations highly desirable.

Librarian V (State College) - 12 months

General Description of Duties

Serves as Director of the College Library, its services and related facilities.

Supervision Exercised

Exercises supervision over the entire library operation including all other professional staff members and all nonprofessional and student employees.

Supervision Received

The Director of the College Library works virtually independently but is answerable to the Dean of the College and/or the Executive Vice President and President of the College.

Examples of Duties

1. Provides for the development of library goals and develops programs for the realization of these goals.

2. Develops long-range plans for the development of library collections and for the building of facilities to house library materials and services.

3. Takes full responsibility for the operation of the library, its internal workings, its educational programs and its services to faculty, staff and students.

4. Advises the president and other administrators on the fiscal and personnel needs of the college library.

5. Prepares budget materials and reports on expenditures made by the library.

Qualifications

1. Must meet the specific educational and experience requirements for Librarian IV.

2. Must possess considerable administrative ability and experience.

3. Must have demonstrated unusual achievement and distinction in library service in a collegiate, public or research library.

4. Insight into the issues and proposed solutions of the major problems of libraries and librarianship.

Appendix E

PROFESSIONAL DATA FORM

PERSONAL

Name -

Address -

Date and place of birth -

Sex -

Marital Status -

PROFESSIONAL

Education: Institutions, Degrees, areas of specialization (with dates and transcripts)

Additional credits beyond highest degree (Institution, area of specialization, dates; attach transcripts)

Career History:

At North Adams:

Date of initial appointment, rank, full or part time, salary

Dates of promotions and to what rank

Salary record at North Adams State College from September, 1967

Higher Education:

Other institutions, ranks held and dates

full time:

part time:

Other experience in Higher Education:

Other Teaching Experience:

Professional Activities:

Research and Publications:

Contributions to college community (Committee work with dates, etc.)

Leadership in community affairs:

Honors and Awards:

Other pertinent information:

AGREEMENT BETWEEN

BOARD OF TRUSTEES OF STATE COLLEGES

AND THE

NORTH ADAMS STATE COLLEGE

MARK HOPKINS FACULTY ASSOCIATION - MTA/NEA

TABLE OF CONTENTS

Preamble

Article I — Recognition and Definitions 1-4
- A. Recognition 1
- B. Jurisdiction 1
- C. Dues Check-Off 1
- D. Definitions 1-4
- E. Construction 4
- F. Faculty Entitlement Under this Agreement 4

Article II — Relationship Between the Board and the Mark Hopkins Association 5-9
- A. Fair Practices 5
- B. Individual Contracts 5-7
  1. General Provisions
  2. Individual Contracts to be issued as of September 1, 1974
- C. Consultation 8
- D. Information 8
- E. Posting of Positions 9

Article III — Use of College Facilities 10

Article IV — Faculty Fringe Benefits 11-17
- A. Paid Leaves of Absence 11-14
  1. Sick Leave
  2. Sabbatical Leave
  3. Funeral Leave
  4. Personal Leave
  5. Other Leaves
  6. Exclusions from Leave Deduction
- B. Unpaid Leaves of Absence 14-15
  1. Professional Leave
  2. Maternity Leave

C. Insurance 16
1. Life Insurance
2. Health and Accident Insurance
3. Workmen's Compansation
D. Tax-Deferred Annuities 16
E. Changes in Benefits 16-17

Article V Statement on Academic Freedom and Responsibility 18-19

Article VI Participation in Decision Making 20-24
A. Mark Hopkins Campus School Advisory Board 20-22
B. North Adams State College Mark Hopkins Advisory Council 23-2

Article VII Faculty Evaluation 25-30
A. Criteria for Evaluation 25
B. Visitation Procedures 25-26
C. The Role of the Director of the Mark Hopkins Campus School 27
D. The Role of the Director of Professional Experiences 28-29
E. The Role of the President 29
F. The Role of the Board 30
G. The Role of the Department Chairman 30

Article VIII Faculty Grievance Procedures 31-37
A. Intent 31
B. Definition 31
C. Procedures for the Filing of a Grievance 31-37
D. Waiver, Admission and Termination 37
1. Waiver
2. Admission
3. Termination

Article IX Faculty Workload 38-42

Article X Official Personnel Files 43

Article XI No Strike or Lock Out Pledge 44

Article XII Statutory Responsibilities of the Board 45

Article XIII Compliance with Time Schedules Established from Time to Time by the Board or the President 46

Article XIV The Policy Making Authority of the Board of Trustees 47

Article XV Duration and Extent 48-49
A. Duration 48
B. Extent 48
C. Changes in the Agreement 49

Article XVI Saving Clause 50

Appendices: A. Payroll Dues Deduction Authorization 51

B. Board Policy on Non-Discrimination 52

C. Definition of Work Year 53

D. Criteria for Evaluation at the Mark Hopkins Campus School 54-5

E. List of Arbitrators

F. Faculty Evaluation Form

PREAMBLE

This Agreement is entered into by and between the Board of Trustees of State Colleges and the Mark Hopkins Faculty Association-MTA/NEA as the exclusive bargaining agent for faculty members in the bargaining unit as described in Article I, Section A.

At the time of this Agreement, the parties recognize that the Board of Trustees and North Adams State College are undertaking a comprehensive study during the academic year 1974-1975 to determine the future of the Mark Hopkins School and to consider the possible adoption of alternatives to the existing School. This Agreement provides for the participation of the Mark Hopkins faculty in that study and establishes a method of participation by the faculty in the shared governance and shared decision-making that is fitting for a community of women and men who are members of a profession dedicated to the advancement of learning, instruction, scholarship and service.

Accordingly, this Agreement between the Board of Trustees of State Colleges and the Mark Hopkins Faculty Association-MTA/NEA seeks to establish a firm basis for faculty participation.

The parties to this Agreement recognize the imperative need to move forward from the present to the projected goals of North Adams State College if the institution is to develop its fullest potential. They

further pledge themselves, therefore, to work cooperatively to fulfill these goals and objectives by the sharing of efforts among students, faculty, administrators and trustees in accordance with their commitment to the highest standards in learning and teaching, in scholarship and in service to the community which supports the college's existence.

ARTICLE I

RECOGNITION AND DEFINITIONS

A. Recognition

The Board of Trustees of State Colleges (hereinafter referred to as the "Board") recognizes the North Adams State College-Mark Hopkins Faculty Association/MTA-NEA (hereinafter referred to as the "Mark Hopkins Association") as the exclusive collective bargaining representative with respect to the conditions of employment of a bargaining unit which comprises full or part-time members of the faculty employed by the Board at the Mark Hopkins Campus School who hold appointments as Mark Hopkins Campus School Teachers. Excluded: the Director of the Mark Hopkins Campus School (Principal) and members of Unit 1.

B. Jurisdiction

During the term of the Agreement, the jurisdiction of the Mark Hopkins Association shall extend to those faculty who now or hereafter hold appointments to the positions included in the bargaining unit.

C. Dues Check-Off

The Mark Hopkins Association shall be permitted authorization for payroll deductions as set forth in Appendix A.

D. Definitions

1. Academic Year. The terms "academic year" as used in this Agreement comprises the inclusive dates from September 1 to June 30.
2. Advisory Board. The term "Advisory Board" as used in this Agreement refers to the Mark Hopkins Campus School Advisory Board as organized and established under Article VI of this Agreement..
3. Administration. The terms "administration" as used in this Agreement shall mean the President and other principal administrative officers of the College appointed by the Board from time to time; such designation shall not include individuals and positions included within the unit.
4. Board. The term "Board" as used in this Agreement refers to the Board of Trustees of State Colleges as defined in Mass. G.L.C. 15, Section 20A.

5. Campus. The term "campus" as used in this Agreement refers to any site or location of the facilities or properties of North Adams State College.
6. College. The term "college" as used in this Agreement refers collectively to all facilities and properties which are now or shall hereafter be designated by the Board for the use of North Adams State College.
7. Dean. The term "Dean" as used in this Agreement shall mean the Academic Dean or the person holding the equivalent position as may be designated by the Board from time to time.
8. Education Department. The term "Education Department" as used in this Agreement refers to the organizational unit of the College as is now or may from time to time hereafter be recognized by the Board. For purposes of this Agreement only those members of the Education Department not teaching at the Mark Hopkins Campus School are within the Education Department
9. Department Chairman. The term "Department Chairman" as used in this Agreement shall mean any person appointed by the President to fulfill the responsibilities of Chairman of the Department of Education at North Adams State College.
10. Faculty. The term "faculty" as used in this Agreement means any member of the bargaining unit.
11. Grievance. The term "grievance" as used in this Agreement means a complaint by a member or members of the faculty or by the Mark Hopkins Association, upon a majority vote of a duly constituted meeting of the Executive Council thereof, brought during the term of this Agreement, that an express provision of this Agreement has been violated in its application to him or it, respectively.
12. Pupil. The term "pupil" as used in the Agreement refers to any child enrolled as a pupil in the Mark Hopkins Campus School.

13. President. The term "President" as used in this Agreement means the chief executive officer of North Adams State College, or a person acting in that capacity, duly appointed and authorized by the Board.

14. Student. The term "student" as used in this Agreement means any person certified by the Registrar to be matriculated as an undergraduate student at the College to be in good academic standing and to be carrying at least twelve (12) credit hours per semester.

15. Director of the Campus School. The term "Director of the Campus School" as used in this Agreement is the chief administrative officer (Principal) appointed by the President, at the Mark Hopkins Campus School.

16. Director of Professional Experiences. The term "Director of Professional Experiences" as used in this Agreement refers to the administrator designated by the President to be in charge of all field experiences for students who have declared a major or a minor in Education and to perform the duties set forth in this Agreement.

17. Centers (Education Department). The term "Centers (Education Department)" as used in this Agreement refers to the Early Childhood Education, Elementary Education or Secondary Education centers of the Education Department of the College.

18. Centers (Mark Hopkins). The term "Centers (Mark Hopkins)" as used in this Agreement refers to the Early Childhood Education, Elementary Education, or Secondary Education Centers found in the Mark Hopkins Campus School.

19. Education Major. The term "Education Major" as used in this Agreement means a student who has declared a major in either Early Childhood Education or Elementary Education at the College.

20. Education Minor. The term "Education Minor" as used in this Agreement means a student who has declared a minor in a secondary school teacher preparation program at the College.

21. Center Directors (Education Department). The term "Center Directors (Education Department)" as used in this Agreement refers to those faculty

members of the Education Department of the College who have been so elected by the Early Childhood Education Center, the Elementary Education Center, or the Secondary Education Center in the Education Department of the College, as the case may be, respectively.

22. Center Directors (Mark Hopkins). The term "Center Directors (Mark Hopkins)" as used in this Agreement refers to those faculty members of the Mark Hopkins Campus School who have been so elected by the Early Childhood Education Center, the Elementary Education Center, or the Secondary Education Center of the Mark Hopkins Campus School, as the case may be, respectively.

23. Mark Hopkins Campus School. The term "Mark Hopkins Campus School" as used in this Agreement refers to the Campus School at North Adams State College.

24. Council. The term "council" as used in this Agreement refers to the North Adams State College Mark Hopkins Advisory Council as organized and established under Article VI of this Agreement.

E. Construction

Whenever the singular is used and the context clearly so requires, it shall include the plural. Wherever the masculine is used and the context clearly so requires, it shall include the feminine.

F. Faculty Entitlement Under This Agreement

Every member of the faculty within the bargaining unit as described in Article I, A, shall be entitled to the applicable benefits set forth in this Agreement and shall have the right to participate in elections in the manner provided in this Agreement.

ARTICLE II

RELATIONSHIP BETWEEN THE BOARD AND THE MARK HOPKINS ASSOCIATION

A. Fair Practices

1. As the exclusive collective bargaining representative of the bargaining unit, the Mark Hopkins Association shall continue its policy of accepting into membership all eligibl persons in the unit without regard to age, race, color, creed, national origin, sex, or marital status. The Mark Hopkins Association shall represent equally all faculty without regard to membership or participation in the activities of any employee organization.

2. The Board agrees to continue their policy of non-discrimination against any person on the basis of race, color, creed, national origin, sex, marital status, age or participation in the activities of any employee organization.

3. Moreover, the Mark Hopkins Association agrees to cooperate with the Board in the implementation of the Affirmative Action Program as amended from time to time by the Board.

B. Individual Contracts

1. General Provisions

This Agreement shall be incorporated into employment contracts hereafter issued to faculty members, and no contract hereafter entered into with a member of the faculty shall be contrary to the terms contained herein. Rights and benefits of faculty members set forth in this Agreement shall be incorporated by reference into and made part of any individual academic year or calendar year contract of employment with the Board of Trustees except that in the case of individual contracts of employment existing as of the date of this Agreement, this Agreement shall not be incorporated by reference therein, without the assent and approval of each faculty member. Where an individual contract is entered into after the date of this Agreement, or where an individual contract existed as of the date of this Agreement and the faculty member has assented and approved to the incorporation by reference therein of this Agreement, then in the event of conflict between the terms of an individual contract and the terms of this Agreement, the latter shall be controlling.

2. Individual contracts to be issued as of September 1, 1974.

The parties recognize that as of the effective date of this Agreement, the Board has approved that a study be conducted by the Chairman of the Education Department of the College relative to the future of the Mark Hopkins Campus School in accordance with the proceedings set forth in this Agreement. The study will include an examination of questions pertaining to the possible discontinuance of the operation of the school and the consideration of alternatives such as, but not limited to, the establishment of a performance-based, field-centered Teacher Education Program and in-service programs which, if adopted, would be operated through the Education Department.

At the time of this Agreement, the parties further recognize that the Board and the City of North Adams under the terms of an agreement dated May 11, 1972 have provided for the current operation of the Mark Hopkins Campus School by the Board of Trustees. It is contemplated that negotiations may be conducted by the Board of Trustees and the City of North Adams concerning the present operation and the future of the Mark Hopkins Campus School including, without limitation, the possible discontinuance of grades 6, 7, and 8 during the term of this Agreement and the possible discontinuance of the Mark Hopkins Campus School at some future date. The Board shall request the City of North Adams to hire qualified Mark Hopkins faculty in the event of the discontinuance of the Mark Hopkins Campus School.

Further, the parties recognize that prior to July 1, 1967, the Mark Hopkins Campus School was operated by the City of North Adams, with cooperation from North Adams State College. Some of the faculty who were teaching at the Mark Hopkins Campus School while it was operated by the City joined the faculty of the Mark Hopkins Campus School when it was transferred to the Commonwealth and are now present members of the faculty.

155 Further, the parties recognize that members of the faculty who have served for

12/74 periods in excess of six years at the Mark Hopkins Campus School do not have

tenure either with the City of North Adams or with the Commonwealth of Massachusetts

Accordingly, the parties hereby agree that as of September 1, 1974, the following types of individual contracts are to be issued to each faculty member at the Mark Hopkins Campus School:

1. Faculty who have completed from zero to three academic years prior to September 1, 1974, shall receive a one year contract. This contract shall include a provision that notice of termination or non-renewal shall include a statement of the reasons therefor, and such reasons shall not be arbitrary or capricious. Additional and similar one year contracts may be issued to these faculty members during the term of this Agreement.

2. Faculty who have completed four or five academic years prior to September 1, 1974 shall receive a two year contract. This contract shall include a provision that notice of termination or non-renewal shall include a statement of the reasons therefor, and such reasons shall not be arbitrary or capricious.

It is recognized that additional contracts may be issued thereafter to these faculty members during the term of this Agreement.

Faculty who are issued two year contracts may resign upon written notice to the President of their resignation provided that such notice is given between April 1 and June 30, 1975.

3. Faculty who have completed six or more years prior to September1, 1974, shall receive a three year contract. This contract shall include a provision that notice of termination shall be for just cause. For the purposes of this Agreement, just cause shall not include termination during the term of such contract due to the discontinuance of the faculty member's position. If for any reason, during the term of this Agreement, a teaching position held by a faculty member with a three year contract should be terminated, then that faculty member shall continue to be employed at the Mark Hopkins Campus School or, at the option of the Board, may be employed as a faculty member in the Education Department, for the term of this Agreement.

C. Consultation

On behalf of the Board, the Provost Director of the Division of State Colleges, or his designee, and the President of North Adams State College, shall meet with the Mark Hopkins Advisory Board once each semester for the purpose of maintaining good relationships through regular communication and for discussing those matters necessary to the implementation of this Agreement.

The President or his designee shall meet with representatives of the Mark Hopkins Association once each month during the academic year; and at such other times within five (5) days after a request of either the President or the President of the Mark Hopkins Association for the purposes of maintaining and improving relationships.

Upon written complaint made by a member of the faculty, or by the Mark Hopkins Association, to the Director of the Campus School that his or its rights to fair treatment or that an established policy or practice has been violated, the Director of the Campus School shall, within five (5) calendar days of receipt of such complaint, meet and confer with the complainant in an effort to resolve the matters raised in the complaint. Within seven (7) calendar days of such meeting, the Director of the Campus School shall render his written response to the complainant. Copies of the complaint shall be sent by the complainant and copies of the response of the Director of the Campus School shall be sent by the said Director to both the Director of Professional Expreiences and the President of the Mark Hopkins Association.

It is the intent of this provision to foster the resolution of problems not constituting a grievance under this Agreement.

D. Information

The Board shall make available to the Mark Hopkins Association within a reasonable time after its written request, such statistics and information in the possession of the Board as are related to the bargaining unit and are necessary for the implementation of this Agreement. It is understood that this provision shall not require the Board to compile information and statistics in the form requested unless already complied in that form, or to supply any information deemed confidential.

E. Posting of Positions

Members of the faculty shall be notified of vacancies or new positions in the Education Department of the College and at the Mark Hopkins Campus School and, upon proper application, shall be considered for the vacancies or new positions for which they are qualified. Such notifications will describe the position, including salary range; list the qualifications; and indicate the application deadline and when the position becomes available. Such notification shall be deemed rendered to the faculty by posting on the bulletin board provided in this Agreement for the Mark Hopkins Association and by mailing a copy of such notice to the Mark Hopkins Association. Whenever the Mark Hopkins Campus School is not in session for six or more consecutive school days, then notices shall be mailed to the home addresses of faculty members. All such notices shall be posted or mailed at least fourteen days prior to the application deadline for any such new position or vacancy.

ARTICLE III

USE OF COLLEGE FACILITIES

Upon written request to the President of the College or his designee, the Mark Hopkins Association shall be permitted to meet at the College if appropriate facilities are available in accordance with the present policies of the College.

The President or his designee shall assign one (1) bulletin board for the exclusive use of the Mark Hopkins Association for the purpose of posting Mark Hopkins Association notices. Such bulletin board shall be made available in the Mark Hopkins Campus School in the teachers' lounge.

The Mark Hopkins Association shall be permitted the right to place Mark Hopkins Association notices in faculty mailboxes.

Faculty members shall be entitled to use the telephone existing in the teachers' lounge for purposes of intra-college communication of official Mark Hopkins Association business.

In addition, members of the faculty shall be entitled to utilize the facilities of the college in accordance with the policies of the college applicable to members of the college faculty.

It is the intent of this Article to facilitate the carrying out of the obligations of the Mark Hopkins Association as provided in this Agreement.

ARTICLE IV

FACULTY FRINGE BENEFITS

A. Paid Leaves of Absence

1. Sick Leave

a. Each faculty member shall be entitled to ten (10) days sick leave for each academic year of service. Sick leave credit will begin on the first of the month following employment and will accumulate monthly. A renewal of contract will be deemed a continuation of service. Credits for periods of less than one month's employment with pay shall not be allowed.

b. Sick leave not used in any year may be accumulated.

2. Sabbatical Leave

Under Chapter 73, Section 4A, any faculty member who has served as such in the State Colleges for at least seven (7) years after entering such service, or, having served seven (7) years after returning from a leave of absence granted under Chapter 73, Section 4A, may upon written recommendation of the President of the College, be granted by the Director of the Division of State Colleges a leave of absence, for study and research; for a period of one (1) year at half pay or for a period of a half year at full pay for such period; provided, that prior to the granting of such leave said teacher shall enter into a written agreement with the Board of Trustees that upon the termination of such leave he will return to the State College service and serve as a teacher in the same or another State College for a period equal to twice the length of such leave and that, in default of completing such service,

he will refund to the Commonwealth, unless excused therefrom by the Board for reasons satisfactory to it, an amount equal to such portion of the salary received by him while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered. For purposes of implementing this provision on Sabbatical Leave, the following guidelines shall be used:

North Adams State College encourages faculty members who have completed seven (7) years or more of full time service to consider applying for sabbatical leave in order to pursue serious study which will enhance their performance as a faculty member.

It should be understood that the Commonwealth of Massachusetts provides no specific appropriation for this purpose. Evidence shall be provided by the Director of the Campus School to the President that the regular teaching load of the faculty member seeking the sabbatical can be accommodated without additional cost to the Commonwealth.

The applicant for a sabbatical leave shall submit with the request for leave a description of the study, research, or other intended purpose of the proposed sabbatical.

Ordinarily, application for leave should be made at least three (3) months in advance to allow for necessary arrangements. At the conclusion of the sabbatical leave, the faculty member will file with the Director of Professional Experiences a report which summarizes in detail the faculty member's research and study during the term of his sabbatical. In the case of a person who has used the period for pursuing an advanced degree, he must also submit an official transcript of credits earned.

3. Funeral Leave

Upon evidence satisfactory to the Board or its designee of the death of the husband, wife, child, parent, spouse's parent, brother or sister of any faculty member, or of a person living in his or her immediate household, funeral leave with full pay shall be granted for a period not exceeding four (4) days.

4. Personal Leave

The parties recognize the special nature of the teaching responsibilities and duties of faculty members teaching full-time at the Mark Hopkins Campus School. In recognition of the unique circumstances at the Mark Hopkins Campus School, the following provisions shall apply:

a. It is recognized by the parties that absences by faculty members from the classroom interrupt the educational process and must, therefore, be held to an absolute minimum.

b. In each school year, faculty members teaching full-time at the Mark Hopkins Campus School shall be granted up to three (3) days' leave for imperative personal business, or legal obligations, which cannot effectively be conducted outside of school hours.

c. Requests for such leave with reasons therefor must be made in writing to the Director of Professional Experiences as early as possible and not less than twenty-four (24) hours before such absence occurs whenever possible. No request for personal leave will be submitted so as to extend a holiday or vacation period, nor shall personal leave be taken during the first two weeks, or the last two weeks, of the school year. A request for such leave shall not be unreasonably denied.

d. Nothing in this Section shall preclude the Director of Professional Experiences from granting additional personal leave with or without pay for reasons which he deems urgent. In cases of personal leave without pay, deductions from salary will be made on the basis of one-seventh (1/7) of the faculty member's weekly salary for each day of personal leave.

5. Other Leaves

Other leaves, as authorized and set forth in the "Rules and Regulations Governing Vacation Leave, Sick Leave, Travel, Overtime, Military Leave, Court Leave, and Other Leave" (Red Book) shall also be available to faculty members in accordance with the provisions thereof.

6. Exclusions from Leave Deduction

The President of the College may grant any faculty member permission to attend a professional conference, a convention, or a meeting of a learned society, without loss of compensation.

B. Unpaid Leaves of Absence

1. Professional Leave

Upon the application of a faculty member, and a recommendation by the President of the College, the Board or its designee may grant to such faculty member leave without pay for such term, upon such condition, and for such purpose as the Board or its designee may determine. The purpose for which a faculty member may submit his application for such unpaid leave may include, but shall not be limited to: (1) advanced study, (2) participation in exchange teaching programs in other

states, territories, and countries, (3) participation in a cultural program related to his professional responsibilities and for such other purposes as may be allowed under the laws of the Commonwealth, (4) research, and (5) writing. Upon his return, the faculty member will file a report or record of scholarly activities pursued with the President.

2. Maternity Leave

Any full-time female faculty member who has been employed at least three (3) consecutive months and who has given at least two (2) weeks' notice of her intention to return is entitled to be absent from such employment for a period not exceeding eight (8) weeks for the purpose of giving birth. Such leave shall be without pay for such period.

Any faculty member taking such a maternity leave, upon her return to work, will be restored to her previous position or a similar position, with the same status, pay, and seniority. However, if other faculty at equal length of service, credit and status in the same or similar position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such maternity leave, she shall retain any preferential consideration for any other position to which she may be entitled as of the date of her leave. Accrued sick leave benefits shall be provided for disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom. Such benefits shall be provided for maternity leave purposes under the same terms and conditions which apply to other temporary disabilities.

The maternity leave does not affect the faculty member's right to sick leave.

C. Insurance

1. Life Insurance

The Board shall continue to cover all members of the bargaining unit under the plan now in effect during the term of this Agreement, pursuant to the provisions of G.L. c. 32A, Sections 5,6,8,10, and 10A.

2. Health and Accident Insurance

The Board shall continue to cover all members of the bargaining unit under the plan now in effect during the term of this Agreement, pursuant to the provisions of G.L.c. 32A, Sections 5, 6, 8, and 10A.

3. Workmen's Compensation

The members of the bargaining unit shall be covered by the provisions of Chapter 152 of the General Laws to the extent that the Commonwealth has acted pursuant to Section 69 thereof to include them within the coverage of said Chapter 152.

D. Tax Deferred Annuities

The Board of Trustees shall continue its policy of permitting the purchase of annuities by faculty members pursuant to the provisions of M.G.L.A. Ch. 15, Sec. 18A.

E. Changes in Benefits

The foregoing provisions of this Article notwithstanding, the parties agree that during the term of this Agreement if changes in the benefits provided in this Article are authorized and funds provided therefor by the General Court, or are duly made by administrative action applicable to such benefits then, upon such event the benefits shall be increased, or decreased, or terminated, as the case may be, after conference between the parties

from the effective date of such increase, decrease or termination during the balance of the term of this Agreement.

ARTICLE V

STATEMENT ON ACADEMIC FREEDOM AND RESPONSIBILITY

The purpose of this statement is to promote public understanding and support of academic freedom and agreement upon procedures to assure them in colleges and universities. Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

Institutions of higher education are committed to the solution of problems and controversies by the method of rational discussion. Acts of physical force or disruptive acts which interfere with college activities, freedom of movement on campus, or freedom for students to pursue their studies are the antithesis of academic freedom and responsibility as are acts which in effect deny freedom of speech, freedom to be heard, and freedom to pursue research of their own choosing to members of the academic community or to invited visitors to that community.

Academic freedom is the right of scholars in institutions of higher education freely to study, discuss, investigate, teach, and publish.

Academic freedom applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

ACADEMIC FREEDOM

1. The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

2. The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful to present various scholarly views related to his subject and avoid presenting totally unrelated material.

ACADEMIC RESPONSIBILITY

The concept of freedom should be accompanied by an equally demanding concept of responsibility. The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman.

ARTICLE VI Participation in Decision Making

A. Mark Hopkins Campus School Advisory Board

1. In order to facilitate the daily operation of the Mark Hopkins Campus School to meet the ever changing needs of the pupils and students and their parents and faculty at North Adams State College, the parties agree to the establishment of the Mark Hopkins Campus School Advisory Board. It shall be the responsibility of said Advisory Board to:

   a. study and recommend ways and means of improving the quality of learning, instruction and operation at the Mark Hopkins Campus School;

   b. develop and disseminate successful educational practices to the schools in the Commonwealth;

   c. promote and enhance the morale and general welfare of the total school community.

Recommendations of the Advisory Board shall be submitted to the President. The President shall forward copies thereof to the Board together with his own recommendation, if any. Copies of his recommendation shall be sent by the President to the President of the Mark Hopkins Association and to the members of the Advisory Board.

2. Board Membership:

The Advisory Board shall be composed of ten (10) members as follows: the Director of Professional Experiences, the Director of the Campus School, two (2) faculty members elected by the faculty in the Mark Hopkins Campus School, the President of the Mark Hopkins Association, three (3) parents of pupils who attend the Mark Hopkins Campus School, and two (2) Education Majors who are or

have participated in educational experiences at the Mark Hopkins Campus School.

a. Election of Faculty Members: The two (2) faculty members to be elected to the Advisory Board shall be chosen in an election by the faculty held under the auspices of the Mark Hopkins Association on or before October 1 of each academic year.

The two (2) candidates receiving the highest number of votes cast shall be deemed elected. Terms of office shall be for one (1) year commencing upon election.

b. Election of Parents: The three (3) parents to be elected to the Advisory Board shall be chosen by election at a meeting coordinated by the Director of the Campus School on or before October 1 of each academic year. The three (3) candidates receiving the highest number of votes cast shall be deemed elected. Terms of office shall be for one (1) year commencing upon election. Notices that such meeting and election shall be held shall be sent by the Director of the Campus School by mail to each parent. Parents of all pupils who attend the Mark Hopkins Campus School shall be eligible to vote in such election and shall be eligible for membership on the Advisory Board.

c. Selection of Student Members: The President of the North Adams State College Student Government Association shall appoint to the Advisory Board, by October 1 of each year, two (2) students who are Education Majors, who are participating or have participated in educational experiences at the Mark Hopkins Campus School. Terms of office for student representatives shall be for one (1) year commencing upon election.

d. Chairperson of the Advisory Board: The Director of the Campus School shall serve as the Chairperson (ex-officio) of the Advisory Board but shall not be entitled to vote in any matter before the Advisory Board.

e. Vacancies on the Advisory Board: In the event that any duly elected faculty member or parent serving or elected to serve on the Advisory Board shall resign or be unable or unwilling to serve in that capacity, the person who received the next highest number of votes in the appropriate election shall assume the vacant position. In the event that there be no such person, the Mark Hopkins Association or the Director of the Campus School, as the case may be, shall hold a special election in order to choose another faculty member or parent to serve in said position until the next election. Such appointment or special election shall take place within thirty (30) days of notice by the Chairman of the Advisory Board to the Director of Professional Experiences that such a vacancy exists.

f. Advisory Board Meetings: The Advisory Board shall meet regularly, at least one per month, during the academic year, at a time and place convenient to its members in such a manner so as to permit it to diligently complete its work.

The Advisory Board shall elect a secretary. The secretary shall maintain minutes, records, and reports of the Advisory Board. Copies of such minutes, records, and reports shall be forwarded regularly to the President of the Mark Hopkins Association and to the President.

g. Establishment of Ad Hoc Committees of the Advisory Board: Upon a majority vote of the Advisory Board, Ad Hoc Committees may be established from time to time to study special educational problems and needs of the Mark Hopkins Campus School. Each Ad Hoc Committee shall be responsible to the Advisory Board for the Completion of its assignment and shall transmit its recommendations in writing to the Advisory Board. Such committees shall be terminated upon completion of their work.

B. NORTH ADAMS STATE COLLEGE MARK HOPKINS ADVISORY COUNCIL

1. Council Membership: The North Adams State College Mark Hopkins Advisory Council shall be comprised of nine (9) members as follows:

the Director of Professional Experiences who shall serve as ex-officio Chairperson, the Director of the Campus School, the Department Chairman, the Center Directors (Education Department), and the Center Directors (Mark Hopkins).

2. Council Functions: The North Adams State College Mark Hopkins Advisory Council shall perform the following functions:

a. Review the teacher preparation programs for students as well as the curriculum programs for pupils.

b. Act as an advisory committee to the President and the Department Chairman in the planning and development of the performance-based, field-centered Teacher Preparation Program and the planning for the future of the Mark Hopkins Campus School as hereinbefore described.

The Department Chairman shall be responsible for the implementation of the performance-based, field-centered Teacher Preparation Program and Mark Hopkins Campus School study proposal. He shall meet with the Council to discuss the methodology, staffing, and funding for the study, and in addition shall meet at least once per month with the Council during the duration of the study and submit, in written form, any interim recommendations.

The final draft of the study to be conducted by the Department Chairman is to be submitted to the Council on or before March 1, 1975. The Council shall have thirty (30) days to study the proposal to make recommendations, to submit any minority reports thereto, and to submit all of the material so developed to the Academic Dean.

The Academic Dean shall receive the recommendations of the Council, and after review and study, shall submit its recommendations, including all attachments thereto, as well as any recommendations of his own to the President of the College.

The President of the College, upon his review, shall submit all of the material related to the study, and the study itself, to the Board and shall include therein his own recommendations. The President shall send copies of his recommendations to the members of the Council and the Advisory Board.

ARTICLE VII

FACULTY EVALUATION

The parties recognize that the purpose of faculty evaluation is to continually improve the services and instruction rendered by the Mark Hopkins Campus School faculty. Constructive assistance can be rendered to the faculty by a faculty evaluation process, and, therefore, such evaluations are to be utilized by the Board in making personnel decisions affecting each faculty member.

The process and procedures for the evaluation of faculty members of the Mark Hopkins Campus School are to be administered by the Director of the Campus School and the Director of Professional Experiences in accordance with the following guidelines:

A. Criteria for Evaluation

Evaluation of faculty members shall be made on the basis of the following:

(1) Primary criteria listed in order of importance

a) Classroom effectiveness

b) Innovation and curriculum development

c) Contributions to the Mark Hopkins Campus School

(2) Secondary Criteria listed in order of importance

d) Advanced study and participation in in-service programs

e) Professional activities

f) Leadership in community affairs

Attached as Appendix D are illustrations of the above primary and secondary criteria.

B. Visitation Procedures

Visitation for the purpose of observation in the classroom of the faculty at the Mark Hopkins Campus School shall be arranged with the individual faculty

members by the Director of the Campus School and the Director of Professional Experiences. Visitations shall be in accordance with the following guidelines.

1) Faculty who have completed three years or less at the Mark Hopkins Campus School shall be visited in their classrooms for a full class period at least four times a year, at least two times a semester. At least two such visitations shall be made by the Director of the Campus School, at least once each semester, and at least two such visitations shall be made by the Director of Professional Experiences, at least once each semester.

2) Faculty who have completed four or more years at the Mark Hopkins Campus School shall be visited for a full period at least twice during the year once a semester. The Director of the Campus School and the Director of Professional Experiences shall each visit such classroom at least once during the year.

Subsequent to any such visitation, the Director of the Campus School or the Director of Professional Experiences, as appropriate, shall met and discuss his visitation with the faculty member, including recommendations for the improvement of teaching performance. Within seven (7) calendar days of such meeting, a written summary of the evaluation of the visitation and recommendation made shall be prepared by the Director of the Campus School or the Director of Professional Experiences, as appropriate, which summary shall be transmitted to the faculty member for his signature acknowledging that he has received it, and placed in the faculty member's Official Personnel File, as provided in Article X. Within seven (7) calendar days of the receipt of such summary, the faculty member may render a written reply which shall be attached thereto.

C. The Role of the Director of the Campus School

The Director of the Campus School shall prepare not less than annually a written evaluation, containing recommendations and reasons therefor, regarding all faculty members within the school. Such evaluation shall be based upon the criteria listed in Section A of this Article.

In performing his evaluation, the Director of the Campus School shall utilize the Faculty Evaluation Form attached hereto as Appendix F. In addition, each faculty member shall annually prepare and submit to the Director of the Campus School the College's professional data form, as it may be approved from time to time by the Director of Professional Experiences, summarizing the faculty member's professional accomplishments relating to the above criteria. The Director of the Campus School shall request from each faculty member, at the beginning of each academic year, an updated transcript of courses completed so that the Director of the Campus School can be duly notified of the academic progress of each faculty member of the school. The Director of the Campus School shall be responsible for forwarding such transcripts to each faculty member's Official Personnel File.

The Director of the Campus School shall take into consideration the faculty member's professional data form and evaluations of teaching performance based upon classroom visitations as provided in Section B of the Article in the preparation of his own recommendations concerning faculty members at the Mark Hopkins Campus School.

The Director of the Campus School shall meet and confer with each faculty member to discuss his written evaluation of the faculty member, prior

to its submission to the Director of Professional Experiences. The faculty member may examine all materials used in his evaluation. The faculty member shall sign his evaluation, acknowledging that he has seen the evaluation and has received a copy thereof. Within seven (7) calendar days of the receipt of a copy of such evaluation, the faculty member may submit any additional written information or comments relating to such evaluation which shall be attached thereto, a copy of which shall be placed in the faculty member's Official Personnel File.

The Director of the Campus School shall transmit to the Director of Professional Experiences a copy of his written evaluation of each faculty member, all materials used by him in his evaluation, together with all the materials submitted by the faculty member, if any, and his own written recommendations and comments based on such evaluations, concerning the reappointment, non-reappointment, or sabbatical leave, of any faculty member.

D. The Role of the Director of Professional Experiences

The Director of Professional Experiences shall review all the materials submitted to him by the Director of the Campus School. He shall take into consideration this material and his own evaluation of the teaching performance of each faculty member based upon classroom visitations, as provided in Section B of this Article, in the preparation of his written evaluation and recommendations of the faculty member. He shall meet and confer with each faculty member to discuss his evaluation and recommendations. Each faculty member shall sign a copy of his evaluation, acknowledging that he has seen it, and shall receive a copy thereof. A faculty member may examine all materials used in his evaluation, and, within seven (7) calendar days of the receipt of the

Director of Professional Experiences' evaluation and recommendations, may submit any additional written information and comments relating to his evaluation which shall be attached thereto, a copy of which shall be placed in his Official Personnel File.

The Director of Professional Experiences shall transmit to the President of the College all materials used in his evaluation of each faculty member, together with all the materials submitted by the faculty members, if any, and his own recommendations and comments, based on such evaluations concerning the reappointment, non-reappointment, or sabbatical leave, of any faculty member.

E. The Role of the President of the College

The President of the College shall review all evaluation reports and recommendations forwarded to him by the Director of Professional Experiences.

The President may add his own recommendations and shall forward a copy to the faculty member being evaluated. Within seven (7) calendar days of the receipt of the President's recommendations, the faculty member may submit any additional written information and comments relating to his evaluation, which shall be attached thereto. The President may, at his discretion, transmit to the Board any recommendations concerning the reappointment, non-reappointment, sabbatical leave, or any other specific personnel action affecting any faculty member as may require final Board approval. Written materials submitted by the faculty member, in response to the President's recommendation, shall be attached thereto and shall be considered by the Board. A copy of recommendations of the President shall be placed in the Official Personnel File of the faculty member.

F. The Role of the Board

In making its determination, the Board shall consider the materials so submitted by the President under Article VII. E.

Whenever the recommendation of the Director of the Campus School, the Director of Professional Experiences, and the President is unanimous, and the Board shall render a decision contrary to all such recommendations, the President shall meet with the faculty member concerned, and any others, to discuss the decision of the Board.

G. The Role of the Department Chairman.

In the event that a faculty member should apply for a position in the Education Department, then the Department Chairman may arrange with the faculty member to visit the classroom of such faculty member for the purpose of evaluating the teaching performance of the applicant. After such visitation, the Department Chairman shall meet and confer with the faculty member to discuss his evaluation. Within seven (7) calendar days thereof the faculty member may submit additional written information and comments in response to the Department Chairman's evaluation, which shall be attached thereto.

Such evaluations shall be used solely in the decision upon such applications for a position in the Education Department. The written evaluation of the Department Chairman and any written responses thereto by the faculty member shall be maintained in the faculty member's Official Personnel File, but are to be used only in the instance of subsequent applications for a position in the Education Department by the faculty member.

ARTICLE VIII

THE FACULTY GRIEVANCE PROCESS

A. Intent: The Board and Mark Hopkins Association agree that they will use their best efforts to encourage the informal and prompt settlement of grievances which may arise between a member of the faculty and the Board. The processes hereinafter set forth may be used for the resolution of grievances, it being expressly understood and agreed, however, that these grievance procedures shall in no way impair or limit the right of a member of the faculty, or the parties hereto, to use any other remedy or proceeding established and existing under the Laws of the Commonwealth.

B. Definition: A grievance is a complaint by a member or members of the faculty or by the Mark Hopkins Association, upon a majority vote at a duly constituted meeting of the Executive Council thereof, brought during the term of the Agreement, that an express provision of this Agreement, (or of any of the written policies of the Board which are expressly incorporated by reference in ArticleXIVof this Agreement), has been violated in its application to him or it, respectively.

C. Procedures for the Filing of a Grievance: All grievances brought under this Article must be filed in accordance with the following procedures:

STEP 1 The Director of the Campus School: The grievant shall set forth in writing fully and completely the complaint and the remedy requested, and shall file the same with the Director of the Campus School. In addition, any and all supporting documents and materials shall be filed in written form at the time of the filing of the complaint. The complaint shall be signed by the member or members

of the faculty. No complaint shall be filed more than fourteen (14) calendar days from the day of the event upon which the grievance is based or from the date when the faculty member had or should have had knowledge of the event. The grievant shall meet and confer with the Director of the Campus School within five (5) calendar days of the filing of the complaint to attempt to resolve such complaint.

The Director of the Campus School shall promptly consider the complaint and shall within ten (10) days of the filing thereof determine:

1. Whether it has been filed in accordance with the provisions hereof; and
2. Whether the complaint as filed constitutes a grievance as defined herein; and
3. Whether an express provision of this Agreement, or of any of the written policies of the Board which are expressly incorporated by reference in Article XVII of this Agreement has been violated in its application to the grievant.

The Director of the Campus School shall promptly set forth his decision in writing, including the reasons therefor within said period, and may set forth in writing any recommendations with respect to the grievance he deems appropriate. He shall thereupon promptly provide copies thereof to the grievant, and to the Director of Professional Experiences and to the President of the Mark Hopkins Association.

STEP 2 The Director of Professional Experiences: Upon receipt of the decision of the Director of the Campus School, the grievant may within ten (10) calendar days file with the Director of Professional Experiences a written request for a conference together with a copy of the complaint and all of the materials filed by the grievant with the Director of the Campus School, and a copy of the decision of the Director of the Campus School.

Within seven (7) calendar days of such conference, the Director of Professional Experiences shall set forth his decision, and the reasons therefor in writing, and shall transmit a copy to the grievant. If the decision of the Directorof Professional Experiences does not resolve the grievance to the satisfaction of the grievant, within seven (7)

calendar days of the receipt of such written decision by the Director of Professional Experiences, the grievant may proceed to Step 3.

STEP 3 The President of the College: Upon receipt of the decision of the Director of Professional Experiences, the grievant may, within ten (10) calendar days, file with the President a written request for a conference, together with a copy of the complaint and all other materials filed by the grievant with the Director of the Campus School and the Director of Professional Experiences and a copy of the decision of said persons.

Within seven (7) days of the receipt of such filing by the grievant, the President or his designee shall confer with the grievant. The President shall, within fourteen (14) calendar days of such conference with the grievant, render a written decision to the grievant setting forth his findings and the reasons therefore and shall provide a copy of such decision to the grievant and to the President of the Mark Hopkins Association.

STEP 4 The Board of Trustees: The grievant may, within seven (7) days after the receipt of the decision and finding of the President, or upon the failure of the President to act within the time specified, file with the Board only a grievance arising out of or relating to:

A failure to comply with any of the following:

a) the procedures set forth in this Agreement;

b) the written policies of the Board which are expressly incorporated by reference in Article XIV of this Agreement.

Such grievance shall be filed with the Director of the Division

of State Colleges, as agent of the Board and the President of the College in the form and in accordance with the procedures set forth in Step 2 In addition, the grievant shall file a copy of the decision and findings of the President of the College.

No other grievance may be filed with the Board.

The Board shall consider the grievance and shall, within sixty (60) days of the receipt thereof as provided aforesaid, render its decision. Written notice of its decision shall be provided to the grievant, the Mark Hopkins Association, and the President of the College. Nothing herein contained shall be deemed to require a hearing before the Board.

STEP 5 Binding Arbitration: The grievant may within fourteen (14) days of the receipt of the decision of the Board, upon written notice to the Board, the President of the College, and the President of the Mark Hopkins Association, seek binding arbitration of his grievance subject to and in accordance with the following procedures and provisions:

1. Within ten (10) calendar days of the receipt of such notice from the grievant by the Board, the Director of the Division of State Colleges, or his designee, and the grievant, or his duly authorized representative shall arrange for the selection of an arbitrator in accordance with the procedure set forth in 2 below.

2. In the first instance of a filing of a complaint by a grievant under Step 5 the Director of the Division of State Colleges, or his designee, and the grievant, or his duly authorized representative, shall select an arbitrator to render a binding decision on such complaint by selecting as the first arbitrator the name first on the list appearing in Appendix E of this Agreement. In each subsequent instance of the filing of a grievance under this step they shall select the name next appearing on such list as herein provided. If an arbitrator so selected shall be unable to serve they shall select the next name on the list. No arbitrator shall be selected

to serve for a second time during the term of this Agreement until all of the remaining arbitrators appearing on such list shall have been selected on a rotating basis in accordance with these procedures.

The Directorof the Division of State Colleges, or his designee, and the grievant, or his duly authorized representative, upon acceptance by the arbitrator of his selection and his agreement to serve, shall promptly give written notice of the name of the arbitrator selected to the President of the College and to the President of the Mark Hopkins Association

3. Upon acceptance by the arbitrator of his selection, the arbitrator shall promptly meet and confer jointly with the grievant and the Director of the Division of State Colleges, or his designee, concerning such complaint. The grievant and the Board may be represented by counsel or other duly authorized representatives at such meeting. The arbitrator shall review the complaint, the written decision and the reasons therefor and the findings and recommendations of the Director of the Campus School, the Director of Professional Experiences the President of the College and the Board of Trustees as rendered and shall make his finding and decisions on the basis of said materials.

Within thirty (30) calendar days following his selection, the arbitrator shall render a written decision which shall be binding upon the parties and the grievant and which shall include only the following:

1. Whether the complaint has been filed in accordance with the express provisions of this Agreement;

2. Whether the complaint as filed constitutes a grievance as defined in this Agreement;

3. Whether an express provision of this Agreement, or of any of the written policies of the Board which are expressly incorporated by reference in Article XVII of this Agreement has been violated in its application to the grievant;

4. Whether the procedures for the processing of the grievance as set forth in this Article have been complied with by the grievant, the Director of the Campus School, the Director of Professional Experiences, the President of the College, and the Board of Trustees.

In making his decision the arbitrator shall apply the express provisions of this Agreement and shall not alter, amend, extend, or revise any term or condition hereof.

The arbitrator shall provide copies of his decision to the grievant, the President of the Mark Hopkins Association, the President of the College, and the Board.

It is expressly agreed by the parties as a condition precedent to final and binding arbitration of a grievance as provided in Step 5 hereof, that the reasonable fees, costs, and expenses of the arbitrator shall be paid by the Board unless the arbitrator shall have found:

1. that the complaint has not been filed in accordance with the express provisions of this Agreement; or

2. that the complaint as filed does not constitute a grievance as defined in this Agreement; or

3. that the express provisions of this Agreement or of any of the written policies of the Board expressly incorporated by reference in Article XVII of this Agreement, alleged to have been violated in the complaint, have not, in fact, been violated.

If the arbitrator shall not have found in accordance with each of the above three (3) requirements, the reasonable fees, costs, and expenses of the arbitrator shall be paid by the grievant.

The Board shall also pay such fees, costs, and expenses if the procedures for the processing of the grievance as set forth in this Article have not been complied with by the Director of the Campus School, the Director of Professional Experiences, the President of the College, and the Board of Trustees, or any of them.

Such payments, whether by the Board or the grievant, shall be made within thirty (30) calendar days of the decision of the arbitrator. At the time of the filing of the grievance under Step 5, the grievant shall give written notice to the President of the Mark Hopkins Association and to the Director of the Division of State Colleges of his agreement to pay such fees, costs, and expenses subject to the terms and conditions herein set

forth. Failure to give such notice by the grievant shall constitute a waiver of the grievance and make the decision by the artibrator null and void. Failure to make such payment by the Board shall constitute a breach of this Agreement.

D. Waiver, Admission, and Termination

1. Waiver

Failure to comply with any provisions of this Article shall be deemed to be a waiver of the grievance under the terms of the Agreement. The limit specified in the grivance procedure may, however, be extended in any specific instance by mutual written agreement of the parties.

2. Admission

The acceptance of a grievance by the Dean of the College, the President of the College, or the Board of Trustees, or their agent, shall not be deemed to be an admission by the Board that the grievance has, for any other purpose or proceeding, standing as a grievance or constitutes an admission of any violation or breach of the terms of this Agreement, or is cognizable or justicable according to any applicable provisions of the laws of the Commonwealth.

3. Termination

If any party to this Agreement or any member of the faculty shall initiate any proceeding relating to a grievance in any administrative or judicial forum while a proceeding relating to such grievance is pending under any provision of sub-section C of this Article, such sub-section C proceeding shall terminate as of the date of the initiation of any other administrative or judicial proceeding and the provisions of this Article shall be inapplicable to such grievance.

ARTICLE IX

FACULTY WORKLOAD

Members of the faculty at the Mark Hopkins Campus School, in addition to the performance of professional duties as hereinafter defined, shall have the obligation to be available to pupils and students, to assume committee assignments provided the Director of the Campus School has approved arrangements for coverage for their assigned duties, and to engage in scholarship and community services.

The determination of workloads for faculty at the Mark Hopkins Campus School, including the assignment of specific classes and schedules, shall be made by the Director of the Campus School.

The parties expressly agreed that the Director of the Campus School shall give written notice to each faculty member of his assignment by June 30, 1975, and June 30, 1976 for each subsequent academic year. In the event that such assignment must be changed, the Director of the Campus School shall promptly notify the faculty member involved.

In determining workloads and in making assignments for faculty at the Mark Hopkins Campus School, the Director of the Campus School shall consider such criteria as:

1. The qualifications, experience, and preference of the faculty.
2. The nature of the curricular and student needs.
3. The amount of preparation required for the type of instruction used.
4. Special courses and projects involving the instruction of Mark Hopkins Campus School pupils.
5. Other duties - Due consideration may be given to equivalent non-teaching duties or in-service work with groups in the State.

In addition to teaching pupils, the faculty at the Mark Hopkins Campus School shall aid in the professional development of individuals who wish to become teachers as assigned by the Director of Professional Experiences.

The parties agree that coordination and communication relating to student involvement in professional preparation activities at the Mark Hopkins Campus School shall be facilitated through the North Adams State College Mark Hopkins Advisory Council.

School Year:

The school year shall consist of the following:

1. September 1 to no later than June 30 during each year of the term of this Agreement.
2. One hundred and eighty instructional days with pupils in attendance.
3. One orientation day.
4. During the academic year 1974-1975 four workshop days for the purpose of implementing Chapter 766 of the Acts of 1972. For the academic years 1975-1976 and 1976-1977 the use of the workshop days will be determined by the Director of the Campus School after consultation with the faculty.

Faculty may be required to attend two (2) evening meetings each year. Attendance at all other evening meetings will be at the option of the individual faculty member.

School Day:

The school day for pupils at the Mark Hopkins Campus School shall normally be as follows:

Grades K - 5	8:20 a. m. - 11:40 a. m.
	12:24 p. m. - 2:30 p.m.
Grades 6 - 8	8:20 a. m. - 12:25 p. m.
	12:55 p.m. - 2:30 p. m.

Faculty members shall be available for performance of professional duties directly related to the school day at the Mark Hopkins Campus School at least fifteen (15) minutes before the commencement of classes and at least twenty (20) minutes after the conclusion of classes it being understood that a faculty member shall be free to leave the Mark Hopkins Campus School when his assigned professional duties do not require his physical presence at the Mark Hopkins Campus School.

Faculty members may be required to remain after the end of the regular workday, without additional compensation, to attend up to two (2) staff meetings, of reasonable duration, per month. Each such meeting and its purpose will be posted reasonably in advance of the meeting time. The Director of the Campus School may also call such additional staff meetings as he may deem necessary.

The junior high faculty members shall be assigned no more than five (5) academic teaching periods per day. The junior high faculty members shall have one preparation period per day during which they will not be assigned to any other duties.

The elementary faculty members will have a preparation period while a specialist teaches their class.

It is agreed by the parties that the lunch duty assignments for the Mark Hopkins Campus School faculty shall be in accordance with the practice used in the 1973-74 academic year for the balance of the contract unless such provisions in said contract are amended by written agreement of the parties.

Released Time

1. Those three (3) Mark Hopkins Campus School faculty members who serve on the North Adams State College Mark Hopkins Advisory Council shall have one half day per week released time, said time to be on Thursday afternoon. They may also be granted additional released time subject to the approval of the Director of Professional Experiences to meet commitments related to Advisory Council work.

2. The Mark Hopkins Campus School staff shall have released time one afternoon per month. This shall occur on the first Thursday of each month. Said time is to be used for activities such as the following: inservice programs and workshops, curriculum projects, parent conferences, preparation time, and other professional activities.

3. Individuals who shall make application to the Director of Professional Experiences to prepare, by the taking of courses, for qualification and selection into the performance-based, field-centered Teacher Education Program may also be given additional released time subject to the approval of the Director of Professional Experiences.

Other Mark Hopkins Campus School faculty members who submit proposals for innovative study, curriculum development, and/or other professional development activities may be granted released time upon terms and conditions approved by the Director of Professional Experiences. It is the intent of this provision to encourage, foster and develop professional growth opportunities for faculty members at the Mark Hopkins Campus School as well as to benefit the School.

The parties agree that faculty/pupil ratios existing at the Mark Hopkins Campus School during the 1973-74 school year are reasonable and acceptable and every effort will be made not to exceed these ratios for the term of this Agreement.

ARTICLE X

OFFICIAL PERSONNEL FILES

The Administration of the College shall maintain an Official Personnel File for each faculty member. Such file shall contain a continuous record of the faculty member's status as an employee of the college and shall contain copies of Official Personnel Correspondence and Transactions with the faculty member. All evaluations of the faculty member's performance and recommendations for retention, merit, promotion and tenure, and pursuant to the provisions of Article VII an updated Transcript of courses completed, shall be maintained in the Official Personnel File by the College Administration.

Effective January 1,1975:

1. All such materials placed in the Official Personnel File of a faculty member shall be dated on the day filed.

2. The faculty member shall have the right to examine his Official Personnel File . In so doing, he may be accompanied by another member of the faculty.

3. The faculty member shall have the right to file a statement in response to such materials in his Official Personnel File.

4. Upon written request of the individual faculty member, the college administration shall reproduce one copy of such materials.

5. Copies of Official Personnel Correspondence shall be sent to the faculty member at the time they are filed.

6. The Official Personnel File shall be available for inspection by the Director of the Campus School, Department Chairman, the Academic Dean, the Director of Professional Experiences, the President of the College or his designee, and the Board or its designees. An inspection sheet shall be maintained for each faculty member's Official Personnel File. Whenever any of the foregoing individuals or the Board inspects the Official Personnel File of a faculty member, the name of such individual, or Board and the date and time of inspection shall be annotated on the inspection sheet.

ARTICLE XI

NO STRIKE OR LOCK OUT PLEDGE

The Board agrees that it will not lock out any or all of its employees for any cause during the term of this Agreement, and the Mark Hopkins Association and its agents agree that they will not engage in, induce, or encourage any strike, work stoppage, slow-down or withholding of services by the faculty.

Nothing contained in this Article shall be deemed to waive, impair or restrict the right of the Board to seek or pursue any remedy at law or equity provided by the Laws of the Commonwealth.

7/12/74

ARTICLE XII

STATUTORY RESPONSIBILITIES OF THE BOARD

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Board. Nothing contained in this Agreement shall be deemed or construed to impair or limit the powers and duties of the Board under the Laws of the Commonwealth.

ARTICLE XIII

COMPLIANCE WITH TIME SCHEDULES ESTABLISHED FROM TIME TO TIME BY THE BOARD OR THE PRESIDENT

The parties agree that any assignment, report, recommendation, or other action of any committee provided for in this Agreement shall be completed in compliance with the time schedules as may be established from time to time by the Board or the President.

Reasonable written notice of such time schedules shall be provided by the President of the College to the Director of the Mark Hopkins Campus School and the President of the Mark Hopkins Association.

In the event that any committee having received such written notice shall not have so completed its work, the President or the Board, as the case may be, may in their discretion make such recommendations, or take such action as they deem to be required and the making of such recommendations or the taking of such action shall not be in violation or the procedures set forth in this Agreement.

ARTICLE XIV

THE POLICY MAKING AUTHORITY OF THE BOARD OF TRUSTEES

The parties hereto expressly agree that the following enumerated Board policies are incorporated into this Agreement, for the purpose of this Agreement, and that these enumerated policies, and these policies only, shall not be altered or amended by the Board, as they apply to the Mark Hopkins Campus School, during the term of this Agreement and made a part hereof:

1. The Board's policy on Non-Discrimination. (Appendix B)
2. The Board's policy on Academic Work Year. (Appendix C)

ARTICLE XV

DURATION AND EXTENT

A. Duration

This Agreement shall be effective for the period from _____ (date of execution) to June 30, 1977.

The parties agree to commence negotiations for a renewal Agreement no later than ninety (90) days prior to the termination date set forth above.

B. Extent

The Board and the Mark Hopkins Association acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the applicable area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, and shall constitute the sole Agreement between the parties for the duration thereof.

Therefore, the Board and the Mark Hopkins Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

C. Changes in the Agreement

The parties agree that on and after the date of execution of this Agreement, upon thirty (30) days written notice by either party, they shall meet and negotiate with respect to wages, fringe benefits, agency fee and standards of performance and productivity pursuant to the provisions of General Laws c. 150E Section 6. No other matter shall become the subject of negotiation.

The parties shall incorporate into this Agreement any matters mutually agreed upon in accordance with the provisions of this section of this Agreement. Otherwise, the terms of this Agreement shall remain in effect.

Notwithstanding any other provision of this section, the provisions of this section may be invoked only once during the term of this Agreement by either party.

ARTICLE XVI

SAVINGS CLAUSE

If any of the provisions of this Agreement shall in any manner conflict with or contravene any Federal Law or Statute, Law or Statute of the Commonwealth of Massachusetts or the rules and regulations promulgated pursuant thereto, such provisions shall be considered null and void and shall not be binding on the parties hereto; in such event, the remaining provisions of this Agreement shall remain in full force and effect.

Appendix A

PAYROLL DUES DEDUCTION AUTHORIZATION

To the Board of Trustees of State Colleges

I hereby authorize and direct the Board of Trustees of State Colleges through its officer, agents, and employees, to deduct from the portion of my salary due me each month the amount as certified by the Mark Hopkins Association as the current rate of dues. Such deduction is to start immediately after the date of this authorization.

I further authorize and direct you to transfer and pay the sum so deducted to the Treasurer of the Mark Hopkins Association.

In consideration of the above described service rendered by the Board of Trustees of State Colleges, its members, officers, agents and employees, the undersigned hereby releases and discharges the Board of Trustees of State Colleges, its members, agents and employees of and from any and all liability whatsoever arising as a result of the authorization herein given.

This authorization is revocable by me upon sixty (60) days written notice, to the Mark Hopkins Association, and the Board of Trustees of State Colleges, and the revoction will become effective upon the thirtieth day, or upon termination of my employment. It is understood this service shall be limited to deduction to one employee organization for any individual employee, and that no partial deduction will be made.

_____
Employee Signature

Date of Notice_____

Social Security Number:_____

_____
Position Title

$_____
Annual Salary

_____
Last Name First Middle (print)

_____
Address

Appendix B

NON-DISCRIMINATION

It is the stated policy of the Board of Trustees of State Colleges that in matters of college admissions, the employment of professional and non-professional personnel and all other personnel matters in the State Colleges, individuals will be evaluated on their merits without respect to their race, color, creed, natural origin, age, or sex as prescribed in applicable federal and state law.

(eff. 12/11/69)

Appendix C

DEFINITION OF WORK YEAR

Under the provisions of Section 31 of Chapter 29 of the General Laws, the Board of Trustees has the statutory responsibility to define length of the working year for those members of the faculties of the colleges who are employed for the academic year rather than the calendar year.

The Board of Trustees now redefines the faculty working year as constituting the ten-month period beginning on September 1 and ending on June 30.

(eff. 12/13/66)

Appendix D

CRITERIA FOR EVALUATION
AT THE MARK HOPKINS CAMPUS SCHOOL

Classroom Effectiveness:

Diagnostic testing for student strengths and weaknesses

Individualized prescriptive lessons

Group and individual enrichment lessons

On-going student evaluation

Use of a variety of media

Use of library

Achievement of agreed upon individual pupil objectives

Use of community resources

Maintenance of portfolios of student work

Long range plans

Daily lesson plans and/or student contracts

Regular parent conferences, as needed

Relationship with peers

Contribution to other classrooms

Innovation and Curriculum Development:

Work on curriculum committees

Leadership on curriculum committees

Developing new learning materials for the classroom

Constructing manipulative learning devices

Evaluating new materials and classroom patterns

Contribution to the Mark Hopkins Campus School:

Participating in all-college meetings and events

Serving on committees for faculty and/or student affairs (Mark Hopkins)

Working with college students

Serving as college student advisor

Participating in parent-teacher meetings and activities

Support services for college classes

Advanced Study and Participation in In-Service Programs

Formal academic courses

Academic courses for audit

Travel connected to teaching assignment

Workshops and seminars

Professional readings

Professional Activities:

Membership in professional organizations

Attendance at professional meetings and seminars

Leadership position in professional organizations

Speaker, panel member, etc. at professional meetings

Leadership in Community Affairs:

Active in community groups

Serving on city/town boards, commissions,etc.

Speaker at community functions